



**PUBLIC NOTICE
THE ELOY CITY COUNCIL
Meets
MONDAY, JANUARY 14, 2019
6:00 PM
ELOY CITY COUNCIL CHAMBERS
628 NORTH MAIN STREET
ELOY, ARIZONA 85131
For a
REGULAR MEETING**

AGENDA

- I. Call to Order**
- II. Invocation**
- III. Pledge of Allegiance**
- IV. Roll Call**
- V. Communications**

VI. Appearances from the Floor

Those wishing to **ADDRESS THE CITY COUNCIL** may do so by signing in on a form provided by the City Clerk, identifying the topic(s) or agenda item(s). **ACTION** taken as a result of public comment regarding non agenda items will be limited to directing staff to study the matter or rescheduling the matter for further consideration and decision at a later date. **SPEAKERS SHALL BE LIMITED TO THREE (3) MINUTES.**

VII. Executive Session

Possible executive session for discussion/consultation for legal advice with the city attorney and/or city staff concerning any of the agenda items, pursuant to A.R.S. §38-431.03 (A) (3) and (4).

VIII. Consent Agenda

ALL ITEMS LISTED WITH AN ASTERISK(*) ARE CONSIDERED TO BE ROUTINE MATTERS AND WILL BE ENACTED BY ONE MOTION AND ONE ROLL CALL VOTE OF THE COUNCIL. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS UNLESS A COUNCIL MEMBER SO REQUESTS, IN WHICH EVENT THE ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED IN ITS NORMAL SEQUENCE ON THE AGENDA.

*A. Approval of Minutes - 12/10/18 (regular)

- *B. Council approve a Conditional Use Permit (CUP) submitted by Vertical Bridge (Verizon)/Clear Blue Services to install a 140' wireless monopole antenna at 5020 N. Sunland Gin Road (APN 511-70-015C) on a parcel held by Musket Corporation c/o Ryan LLC (dba Love's Truck Stop and Love's Travel Stops & Country Stores, Inc.) in a portion of the southeast ¼ of Section 13, T. 7 S., R. 6 E. of the G&SRB&M, Pinal County, Arizona.
- *C. Request to enter into an Memorandum of Understanding with Pinal County Sheriff's Office for the purpose of processing Eloy Police Department's 9-1-1 telephone bills.
- *D. Approval to accept and expend the 2019 Arizona Automobile Theft Authority Public Awareness grant as specified by the Arizona Automobile Theft Authority grant award.
- *E. Approve an Agreement with APS to install solar panel covered parking structures at the City's Public Works Facility and grant of easement to APS to access and maintain the solar panels and structures.
- *F. Authorize the purchase of a Utility Roller from Empire Machinery for an amount not to exceed \$27,000.
- *G. Authorize financial assistance and in-kind services for co-sponsorship of the 2019 Martin Luther King, Jr. (MLK) day celebration on January 21, 2019 with the Eloy Division for Self and Community Improvement (EDSCI) organization.

IX. Business: Possible Discussion and/or Action on the Following:

- A. Council to receive a presentation from Ms. Kim L. Vandenberg regarding The Wall That Heals exhibit being displayed in Casa Grande in March 2019, and consideration of a City sponsorship of \$500.00 toward the costs of this traveling exhibit.
- B. Presentation from Mr. Ron Fleming, the CEO and President of Global Water Resources, regarding the Eloy and Maricopa-Stanfield Basin Study for northern Pinal County area focusing on water supply and demand including future projections, groundwater modeling, and potential future solutions.

X. Informational Items

- A. December Financial Report
- B. December Check Register

XI. Adjournment

POSTED BY THURSDAY, JANUARY 10, 2019, BY 5:00 P.M. AT ELOY CITY HALL, ELOY POST OFFICE, TROY THOMAS COMMUNITY CENTER, TOLTEC COMMUNITY/SENIOR CENTER AND CITY WEBSITE: www.elayaz.gov

A handwritten signature in cursive script that reads "Mary Myers". The signature is written in black ink and is positioned above a solid horizontal line.

Mary Myers, CMC
City Clerk

INDIVIDUALS WITH SPECIAL ACCESSIBILITY NEEDS MAY CONTACT LORENA LaSALDE-RIOS, ADA COORDINATOR FOR THE CITY OF ELOY AT 520-466-9201 OR 520-466-7455 (TDD). IF POSSIBLE, SUCH REQUESTS SHOULD BE MADE 72 HOURS IN ADVANCE. ONE OR MORE MEMBERS OF THE COUNCIL AND/OR STAFF MAY PARTICIPATE BY TELEPHONIC OR VIDEO MEANS.

**MINUTES OF THE REGULAR MEETING OF
THE ELOY CITY COUNCIL
CITY OF ELOY
628 NORTH MAIN STREET
DECEMBER 10, 2018
6:00 P.M.**

Staff Present: Harvey Krauss-City Manager; Stephen R. Cooper-City Attorney; Mary Myers-City Clerk; Paul Anchondo-Community Services Director; Jon Vlaming-Community Development Director; Brian Wright-Finance Director; Keith Brown-Public Works Director/City Engineer; Jeff Fairman-Economic Development Specialist; Christopher Vasquez-Police Chief; Roger Valdez-City Magistrate; Michelle Tarango-Police Lieutenant; Regis Reed-Public Works Operations Manager; Rus Ketcham-Library Director

I. CALL TO ORDER

Mayor Joel Belloc called the meeting to order at approximately 6:00 p.m.

II. INVOCATION

Invocation was given by Mr. Ketcham.

III. PLEDGE OF ALLEGIANCE

Mayor Belloc led Council and the public in the Pledge of Allegiance.

IV. ROLL CALL

Council Members Present: Mayor Joel Belloc; Vice Mayor Micah Powell; Councilmember George Reuter; Councilmember Andrew Rodriguez; Councilmember Dan Snyder; Councilmember Jose Garcia; Councilmember J.W. Tidwell

Council Members Absent: None

V. COMMUNICATIONS

1. Mayor Belloc welcomed Councilmember Reuter to the Council.

2. Vice Mayor Powell congratulated city staff, in particular the Community Services department for doing an outstanding job at the city's Christmas event held this past Saturday.
3. Councilmember Snyder gave a brief report on the following meetings he recently attended:
 - Eloy Transit Feasibility Study Advisory Committee.
 - Eloy Economic Development Advisory Committee.
 - Pinal County Economic Development Forum
4. Councilmember Reuter announced the following communications:
 - A brief report on his recent attendance at the League of Arizona Cities and Towns annual newly elected official workshop.
 - Invited Council to attend the United States Parachute Association (USPA) National Collegiate Championship, December 28th through January 2nd at Skydive Arizona. He thought it would be a great idea if Council could attend and the mayor or vice mayor welcome the college teams. He stated that Arizona Airspeed will be celebrating 25 years of competition this month. He went on to explain that the team (which is based in Eloy) is a national skydiving team that has won numerous world and national championships and is considered the most winningest team ever. Councilmember Reuter asked Mayor Belloc if he would present a "Key to the City" to the team in recognition of their 25th anniversary on December 28th. He believed that presenting the team with a plaque would be a first step in the city working with the skydiving community. Councilmember Reuter also mentioned that the World Cup Championship event will be held in Eloy next year and that there will be hundreds of skydivers from around the world spending several weeks in the city.
 - In reference to the traffic feasibility study Councilmember Snyder just spoke about, Councilmember Reuter said he's been informed by several business associates that the water park project is actively underway in Casa Grande. He asked Council to please keep in mind the activity around the Sunland Gin Road area because it's the main nexus where everything comes together.
5. Mayor Belloc conveyed that he and Mr. Krauss will be attending a transportation summit in Phoenix from 10am to 2pm tomorrow.
6. Mr. Krauss conveyed the following communications to Council;
 - Thanked city staff (community services, public works, police) for once again doing a great job at last week's holiday event.
 - A work session is scheduled December 17th at 6:00 p.m., to review/discuss the transit feasibility study. In addition to the study, there will be a presentation from the police department for proposed changes to the department's graphics

and motto for their vehicles. He said there will also be a presentation by Mr. Vlaming on a proposal for the graphics within the lobby of the new city hall.

VI. APPEARANCES FROM THE FLOOR

None

VII. EXECUTIVE SESSION

No executive session requested by Council or staff.

VIII. CONSENT AGENDA

Councilmember Tidwell requested item B removed from the Consent Agenda for discussion.

- A. Approval of Minutes: 11/26/18 (regular)
- B. ~~Consideration of a Solar Services Agreement (SSA) with SunRenu Solar AZ, LLC to provide solar panel shade parking structures and electric energy to the new City Hall for a 25-year term.~~ ***(removed for discussion/action)***
- C. Adoption of Ordinance No.18-882 approving an application submitted by the City of Eloy to rezone approximately 4.16 ± acres located at 595 N. C. Street at the northwest corner of C Street and Phoenix Avenue from R1-6 (Single Family Residential) with a Downtown Core Overlay (DCO) District to PF (Public Facility) with a Downtown Core Overlay (DCO) District.
- D. Council reappointment of Ms. Elva Lile; Ms. Marie Botello; Ms. Natasha Tidwell and Mr. Steve Paulson to serve on the Eloy Cemetery Committee.
- E. Council approve the appointment of Lucy Rangel of CHRA and Trina Masters of EDSCI to the Complete Count Committee in support of the 2020 US Census.
- F. Council appoint Ralph Varela, Executive Director of Pinal Hispanic Council, to the Economic Development Advisory Committee for the Eloy Economic Development Strategic Plan.
- G. Reappointment of John Peterson and Kirk Tatom as regular members of the Planning and Zoning Commission for a three (3) year term, with the term of appointment expiring on January 31, 2022.
- H. Reappointments of Dick Myers and Betty Peterson as regular members of the Downtown Advisory Commission for three (3) year terms, with the terms of appointment expiring on January 31, 2022
- I. Approve a contract with Parkson Corporation to provide parts and labor for the upgrade and repair of the Biolac treatment basin at the City's wastewater treatment facility with a total expenditure request of \$274,131.

Motion by Vice Mayor Powell, seconded by Councilmember Rodriguez to remove Consent Agenda item VIII-B for discussion/action and approve remaining Consent Agenda items as presented, passed unanimously by roll call vote.

B. CONSIDERATION OF A SOLAR SERVICES AGREEMENT (SSA) WITH SUNRENU SOLAR AZ, LLC TO PROVIDE SOLAR PANEL SHADE PARKING STRUCTURES AND ELECTRIC ENERGY TO THE NEW CITY HALL FOR A 25 YEAR TERM.

Staff Cover Sheet Report: *Council approve a Solar Services Agreement (SSA) with SunRenu Solar AZ, LLC to provide solar panel shade parking structures and electric energy to the New City Hall for a 25 year term.*

In May of 2018 the City advertised for contractors with experience in Solar Service Agreements (SSA) and Photovoltaic Shade Structures (PSS) to provide parking shade structures at the New City Hall. The advertisement was open for three weeks and the City received two Submittals of Qualifications. After reviewing the submittals and interviewing the two contractors, the City selected SunRenu Solar LLC.

City Staff has been coordinating with SunRenu Solar to provide solar shade parking structures for the City Hall Project. SunRenu Solar has presented a program where they will provide, install and maintain solar shade parking structures to the City at no cost. The agreement requires the City to purchase electric power from SunRenu Solar for a period of 25 years. The City's purchase rate from SunRenu Solar will be at a lesser rate than the current APS rates and SunRenu Solar guarantees the annual cost increase will be locked in at 2%. In return SunRenu Solar will receive the revenue generated by the solar structures.

The agreement also identifies that SunRenu Solar will maintain and repair the system for the full term of the agreement. The projected electrical cost savings to the City over the 25 year term will be approximately \$96,000. Additionally, the City will receive parking shade structures over 28 spaces at no cost, which is approximately a \$70,000 value for a standard steel structure and \$167,000 for a PV solar structure.

FISCAL IMPACT: *There is no direct fiscal impact to the City associated with this agreement, and the agreement will result in a cost savings for the installation of parking shade structures and the annual electrical cost for the City Hall Building.*

Councilmember Tidwell conveyed that he had two concerns about the agreement; the length of the contract (25 years); and possible price increase from APS to customers with solar. Councilmember Tidwell said this is what he's heard about APS. He wanted to know if staff has talked to anyone at APS to confirm this.

Mr. Reed conveyed that he met with APS representatives on two different occasions to review two proposals that were received for solar power. He said there is no power

rate difference for using solar. The rate is based on consumption over the entire city and not any one facility. Mr. Reed pointed out that there are different rates for water, wastewater and city offices.

Councilmember Tidwell asked if there is an escape clause in the agreement.

Mr. Reed said yes; there are termination clauses in the agreement. As with any termination, there will be fees which are listed in the agreement.

Councilmember Tidwell wanted to know how many parking spaces will there be at the new city hall.

Mr. Reed said he is not sure of how many parking spaces, but 28 of them will be covered with the solar panels.

Councilmember Tidwell wanted to know why all parking spaces aren't covered.

Mr. Reed explained that APS only allows so much solar capacity to what the city actually uses. The city maxed out at 105 kw; APS will not let the city put in more production than its going to use.

Councilmember Snyder asked who will be responsible for repairs, replacements or maintenance of the solar panels.

Mr. Reed said the solar company will be responsible for everything pertaining to the solar panels for the next 25 years.

Vice Mayor Powell wanted to know what happens to the panels after the lease expires in 25 years.

Mr. Reed said the city can extend the lease for two 5 year terms or it can be purchased at its value at the time of purchase.

Mayor Belloc asked about liability when it comes to damages from thunder strikes or other acts of God.

Mr. Reed conveyed that maintenance, service and warranty of the system is the responsibility of the solar company. However, if a car strikes a pole and knocks it down or an act of God cause damage to the panels, the city would have to insure that structure.

Motion by Vice Mayor Powell, seconded by Councilmember Rodriguez to approve a Solar Services Agreement (SSA) with SunRenu Solar AZ, LLC to provide solar panel shade parking structures and electric energy to the new city hall for a 25 year term, passed 6-1 by the following roll call votes:

Ayes: Councilmember Reuter; Councilmember Rodriguez; Vice Mayor Powell;
Mayor Belloc; Councilmember Snyder; Councilmember Garcia

Nays: Councilmember Tidwell

IX. BUSINESS

A. COUNCIL APPOINTMENTS AND/OR REAPPOINTMENTS TO CITIZEN BOARDS AND COMMISSIONS.

Staff Cover Sheet Report: *Council to make appointments and/or reappointments to various citizen boards and commissions.*

In accordance with the City Code, it is City policy to appoint a member of the City Council to the various citizen boards and commissions that advise the Mayor and Council. Below is a list of the standing boards and commissions with the currently designated ex officio members. Due to the changes in the last election, the Council should revisit these appointments at this time.

<i>BOARD OF ADJUSTMENT</i>	<i>J.W. Tidwell</i>
<i>CEMETERY COMMITTEE</i>	<i>J.W. Tidwell Micah Powell Andrew Rodriguez</i>
<i>HISTORIC PRESERVATION COMMISSION</i>	<i>Jose Garcia</i>
<i>LEISURE SERVICES ADVISORY BOARD</i>	<i>Micah Powell</i>
<i>LIBRARY ADVISORY BOARD</i>	<i>Daniel Snyder</i>
<i>MUNICIPAL AIRPORT ADVISORY BOARD</i>	<i>JoAnne Galindo</i>
<i>PLANNING & ZONING COMMISSION</i>	<i>Daniel Snyder</i>
<i>UTILITIES ADVISORY BOARD</i>	<i>J.W. Tidwell</i>
<i>BUILDING CODE BOARD OF APPEALS</i>	<i>JoAnne Galindo</i>
<i>DOWNTOWN ADVISORY COMMISSION</i>	<i>Joel G. Belloc</i>

FISCAL IMPACT: *There is no fiscal impact*

Mr. Krauss reviewed the list of current ex-officios for city boards and commissions.

Vice Mayor Powell said he had forgotten that he served on the Leisure Services board. He wanted to know why the city even have the board if they are not meeting.

Mr. Krauss said he's spoken to Mr. Anchondo about the board and he is currently looking for citizens to serve on it.

Vice Mayor Powell suggested getting rid of the board if staff cannot find enough people to serve on the board in the next couple of months.

Mr. Anchondo conveyed that he has reached out to several former board members and has received confirmations that two are interested in serving again. He pointed out that the board is a five member board with one seat designated for a high school student which Council has already approved. Mr. Anchondo said he's looking to have a complete board shortly.

Councilmember Reuter volunteered to serve as ex-officio on boards that former Councilmember JoAnne Galindo served.

Motion by Vice Mayor Powell, seconded by Councilmember Tidwell to appoint/reappoint the following members of Council as ex-officios/board members to the following boards and commissions:

BOARD OF ADJUSTMENT	J.W. Tidwell
CEMETERY COMMITTEE	J.W. Tidwell Micah Powell Andrew Rodriguez
HISTORIC PRESERVATION COMMISSION	Jose Garcia
LEISURE SERVICES ADVISORY BOARD	Micah Powell
LIBRARY ADVISORY BOARD	Daniel Snyder
MUNICIPAL AIRPORT ADVISORY BOARD	George Reuter
PLANNING & ZONING COMMISSION	Daniel Snyder
UTILITIES ADVISORY BOARD	J.W. Tidwell
BUILDING CODE BOARD OF APPEALS	George Reuter
DOWNTOWN ADVISORY COMMISSION	Joel G. Belloc

Motion passed unanimously.

B. ADOPTION OF ORDINANCE NO. 18-883 APPROVING UPDATES AND REVISIONS TO ELOY CITY CODE CHAPTER 4 ANIMAL CONTROL REGULATIONS.

Staff Cover Sheet Report: Council adopt Ordinance No. 18-883 approving Updates and Revisions to Chapter 4 of the Eloy City Code Animal Control Regulations.

At the September 24, 2018, Council Meeting, Ms. Natasha Tidwell asked the Council to consider passing an ordinance that would make it a violation of City Ordinance to have animals tethered outside during extreme weather. Ms. Tidwell pointed out that the City of Phoenix had passed such an ordinance and encouraged the City to do the same.

Before updating the City's policy staff reviewed numerous cities and towns ordinances regarding the tethering of animals. Those cities and towns were Phoenix, Tucson, Payson, Glendale and Tempe.

City staff found the City of Eloy Ordinances, Chapter 4, Animal Control Regulations had not been updated since approximately 2005.

Staff is proposing that the current ordinance be updated and the revised policies be adopted to reflect current nationwide standards in regards to the tethering of animals. Generally, the ordinance changes would not allow an animal to be tethered outside during extreme heat or cold temperatures, unless appropriate shelter is provided for the animal. An animal may be tethered outside under certain conditions and provided there is someone at the residence available to periodically check on the animal.

Below are the changes to the Animal Control Regulations.

FISCAL IMPACT: *There is no fiscal impact to the City budget in adopting the ordinance changes.*

Mr. Krauss gave a brief overview of the proposed amended animal control ordinance that would make it a violation to tether animals during extreme weather conditions; to not provide food, water or proper shelter.

Lieutenant Tarango answered questions from Council regarding enforcement; adoptions; fees and how the department will educate the public about the new law.

Councilmember Reuter suggested placing photos of animals up for adoption on the city's social media.

Lieutenant Tarango asked Councilmember Tidwell to please forward her thanks to his daughter, Natasha Tidwell for bringing this request to Council for consideration.

Motion by Councilmember Tidwell, seconded by Councilmember Garcia to read Ordinance No. 18-883, by title only, passed unanimously.

The city clerk read the ordinance title into the record.

Motion by Councilmember Tidwell, seconded by Councilmember Garcia to adopt Ordinance No. 18-883, passed unanimously by roll call vote.

C. JEFF FAIRMAN, ECONOMIC DEVELOPMENT SPECIALIST, TO PROVIDE AN UPDATE ON THE STATUS OF ECONOMIC DEVELOPMENT INITIATIVES

Staff Cover Sheet Report: Jeff Fairman, Economic Development Specialist, to provide an update on the status of economic development initiatives.

Staff would like to take this opportunity to brief the Mayor and Council on the status of important economic development related initiatives. This PowerPoint presentation is to provide Council with a report on the status of these activities and address any questions and/or provide additional information.

FISCAL IMPACT: N/A

Mr. Fairman presented a PowerPoint presentation to Council on his economic development activities and endeavors over the past 8 months. After his presentation, Mr. Fairman fielded questions from Council.

X. INFORMATIONAL ITEMS

A. November Financial Report

No questions and/or comments from Council.

B. November Check Register

No comments /or questions from Council.

Councilmember Snyder asked Mr. Krauss to please provide Council with a report on the status of city annexations.

XI. ADJOURNMENT

There being no further business, Mayor Belloc adjourned the meeting at approximately 7:35 p.m.

Joel G. Belloc, Mayor

ATTEST:

Mary Myers, City Clerk

CITY OF ELOY

REQUEST FOR COUNCIL ACTION

Agenda Item: **VIII.B.**

Date: **01/14/2019**

Date submitted:
01/02/2019

Action: Formal

Date requested:
01/14/2019

Subject: Council approve a Conditional Use Permit (CUP) submitted by Vertical Bridge (Verizon)/Clear Blue Services to install a 140' wireless monopole antenna at 5020 N. Sunland Gin Road (APN 511-70-015C) on a parcel held by Musket Corporation c/o Ryan LLC (dba Love's Truck Stop and Love's Travel Stops & Country Stores, Inc.) in a portion of the southeast ¼ of Section 13, T. 7 S., R. 6 E. of the G&SRB&M, Pinal County, Arizona.

TO: Mayor and City Council

FROM: Jon Vlaming, Community Development Director

RECOMMENDATION:

Council approve (with conditions) a Conditional Use Permit for Vertical Bridge (Verizon)/Clear Blue Services to install a wireless monopole antenna a maximum of one hundred and forty (140'-0") feet including the tower supported by ground equipment contained within a 50' x 50' fenced (eight feet AGL) and painted ground lease area located at 5020 N. Sunland Gin Road (APN 511-70-015C) on a parcel held by Loves Travel Stops & Country Stores, Inc., subject to the following conditions:

1. That the assigned address be updated on the drawing and any paperwork related to this request to 5020 N. Sunland Gin Road, Eloy, AZ 85131.
2. That upon the preparation of final plans, an analysis of the retention capacity of the basin upon which the equipment is proposed to be located over, such that its pre-construction capacity is not diminished with the construction of this wireless facility.
3. That the applicant for the building permit frequently (once every 2 months) maintain the area, removing any and all nuisances occurring as a result of the construction of the facility (i.e. trash caught behind caissons, etc.).
4. That a pre-application meeting be conducted prior to the submittal of building plans to obtain a building permit; and

5. That a map of the service area for this facility be submitted with building plans; and
6. That development of the conditional use shall be in substantial conformance with the Site Plan dated 11/14/2018 and refined to include a scaled site plan indicating the location, type and height of the proposed facility, mounting style and number of antennas on each facility, setbacks from property lines, and elevation drawings of the proposed facilities; and
7. That the monopole and ground equipment shall comply with ALL conditions if identified by the FAA and ADOT; and
8. That the design of the equipment cabinet and related structures, if any, shall use materials, colors, textures, screening and landscaping that are harmonious with the existing exterior building color and existing landscape setting; and
9. That any existing landscaping to be removed within the area of construction for these facilities shall be transplanted to other locations deemed acceptable by the Zoning Administrator. Such transplanted landscape shall be inspected at one-hundred eighty (180) calendar days from planting by the Zoning Administrator, and if dead or in diminished condition, shall be replaced with new landscaping of the same size and species; and
10. That the proposed eight (8) foot metal screen wall, be faced with view obscuring metal sheeting and painted the same color as the on-site buildings (such color to be pre-approved by the Zoning Administrator); and
11. That all equipment shall be unmanned and that the equipment cabinets shall comply with all applicable building codes; and
12. That any exterior lighting shall be fully shielded and within the walled or fenced area and shall be mounted on poles or on the equipment cabinets below the height of the perimeter CMU wall; and
13. That no signs shall be allowed on the antennas, tower or any portion of the lease area except for the identification of a permanently installed plaque or marker, no larger than 4" x 6", clearly identifying the provider's name, address, email, and emergency phone number; and
14. That the tower owner (Verizon or the future owner) shall allow for co-location by at least three (3) other wireless communication providers. Verizon (or the future owner) must certify that the monopole is available for use by other wireless telecommunications providers on a reasonable and non-discriminatory basis prior to issuance of a building permit; and
15. Allow the City of Eloy the ability to co-locate a wireless facility upon this monopole for emergency services if needed at no charge; and
16. That the Conditional Use Permit shall become null and void if it has not been exercised and the use established within twelve (12) months of the date of Council approval (a Conditional Use Permit is exercised when the use has been established or when a building permit has been issued, construction commenced, and the building permit remains valid); and
17. That the use shall meet or exceed current standards and regulations of the FAA, the FCC, ADOT and any other agency of the state or federal government with authority

to regulate towers and antennas (located on a parcel that is adjacent to an Interstate highway); and

18. Amendments to the Conditional Use Permit shall be processed in the same manner as the original permit, except that the Zoning Administrator may authorize minor amendments.

DISCUSSION:

The City received an application from Vertical Bridge (Verizon) to locate and install a one hundred and forty (140') foot monopole located at the northwestern corner of the parcel, which is proposed to cantilever over the site of an existing retention basin located at the northwest corner of the recently expanded Love's Truck Stop parking lot for semi-trucks. This structure would also have the ability to support co-location by three (3) wireless carriers in addition to Verizon.

Based on their internal analysis, Verizon's existing wireless facilities that serve their customers in this service area are now in an "over use" mode, which fostered their focused review to site an additional facility to enhance service for their customers as well as for emergency (E911) calls.

After their review of the surrounding area, the applicant is proposing a telecom site within the property boundaries of the Loves Truck Stop. They believe the proposed location will provide the overlapping Verizon radio frequency coverage with their other existing wireless sites to mitigate this low coverage condition currently existing along, and proximate to, Interstate 10. Their goal is to split the existing coverage of this area (requiring additional facilities) due to the increased use of their wireless services from both interstate truckers and residential subscribers to the north for daily and E911 communication needs. A map of the coverage provided by Verizon's existing facilities and a map of their updated coverage including this monopole have been prepared by the applicant and are attached to this staff report.

Verizon is a major wireless carrier that provides service across the continental United States. Their license is federally mandated to provide coverage to all persons using their wireless instruments. As such, the expectation of the federal government in providing this license (for the geography upon which Verizon serves) is that E911 service is a mandatory provision for all emergency services. Consistent E911 service allows each individual's precise location to be registered at the emergency call in center. Less than adequate wireless coverage may diminish successful E911 calls to be connected between callers and emergency service operators.

The applicant held a pre-application meeting with City Staff on October 19, 2018 and notified the property owners within 300 feet on October 9, 2018. No comments were received. This item was presented and heard by the Eloy Planning & Zoning Commission on December 19, 2018 and was approved unanimously.

FISCAL IMPACT:

There is not a direct fiscal impact to the City if this request is approved. However, if the City were to occupy one of the locations on the tower, this could be accommodated at no cost. This upgrade in commercial cell phone/handheld device service will benefit existing and future Verizon and potentially other customers as well as enhanced reliability for those users requesting emergency services within proximity to this monopole on Interstate 10.

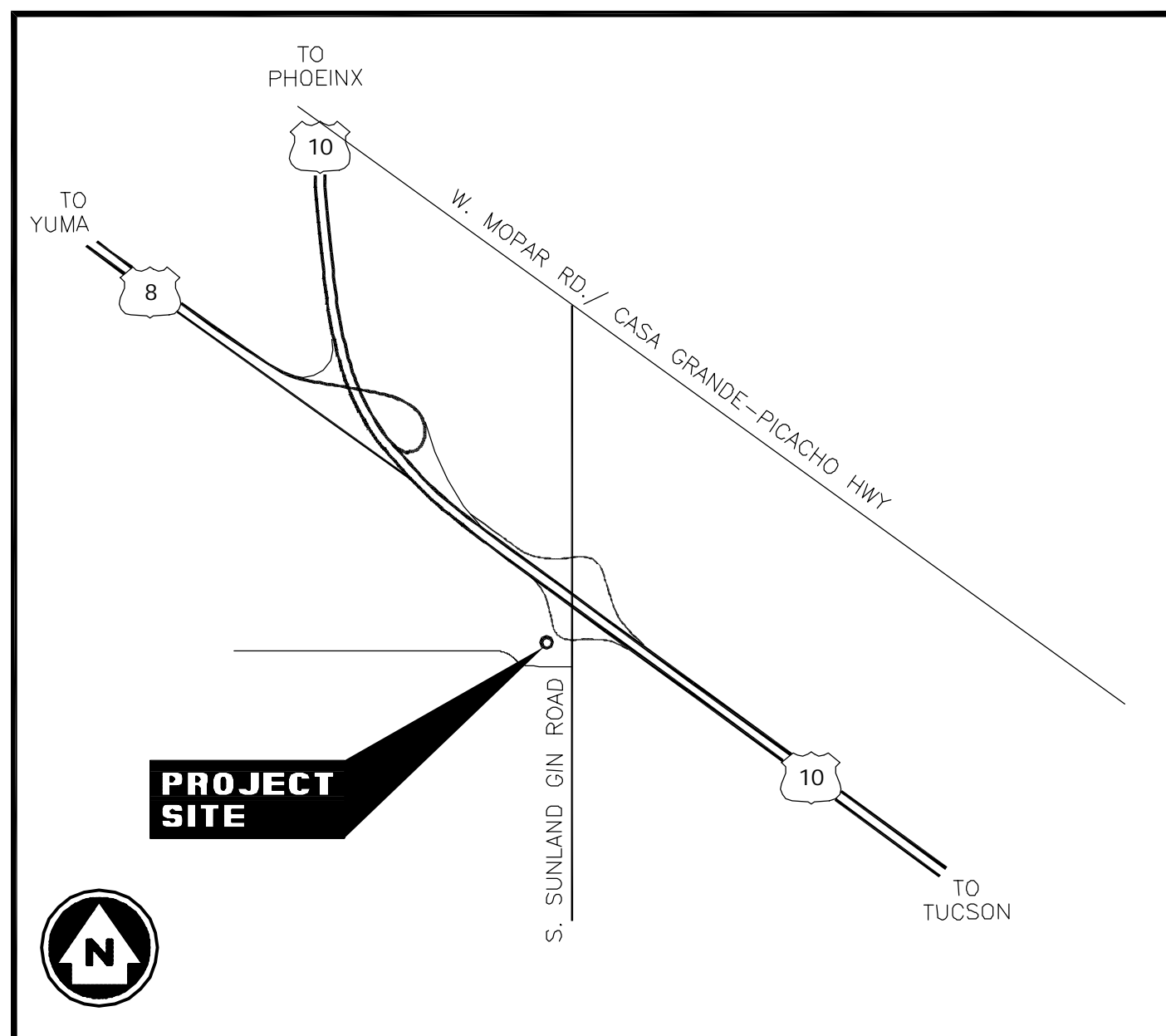
Approved as to Form:

Stephen R. Cooper, City Attorney

CONSTRUCTION OF TELECOMMUNICATIONS AND PUBLIC UTILITY FACILITY, CONSISTING OF A 140 FT. MONOPOLE CELL TOWER, SPACE FOR CARRIER EQUIPMENT, AND A UTILITY BACKBOARD ON RAISED GRATED METAL PLATFORM COMPOUND. NO WATER OR SEWER IS REQUIRED. THIS WILL BE AN UNMANNED FACILITY.

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE LATEST EDITIONS OF THE FOLLOWING:

1. 2012 INTERNATIONAL BUILDING CODE
2. 2011 NATIONAL ELECTRIC CODE
3. 2012 NFPA101 LIFE SAFETY CODE
4. 2012 IFC
5. AMERICAN CONCRETE INSTITUTE
6. AMERICAN INSTITUTE OF STEEL CONSTRUCTION
7. MANUAL OF STEEL CONSTRUCTION, 13TH EDITION
8. ANSI/TIA/EIA-222-G
9. TIA 607
10. INSTITUTE FOR ELECTRICAL & ELECTRONICS ENGINEER 81
11. IEEE C2 NATIONAL ELECTRIC SAFETY CODE, LATEST EDITION
12. TELECORDIA GR-1275
13. ANSI/T 311
14. UNIFORM MECHANICAL CODE
15. UNIFORM PLUMBING CODE
16. LOCAL BUILDING CODE
17. CITY/COUNTY ORDINANCES
18. STATE BUILDING CODE
19. LIGHTNING PROTECTION CODE: NFPA780 – 2000



VICINITY MAP
N.T.S

SITE NAME:	ELOY LOVES 265
SITE NUMBER:	US-AZ-5063
SITE ADDRESS:	5000 S. SUNLAND GIN ROAD ELOY, AZ 85222
PARCEL #/s:	SITE: 511-70-015C ACCESS & UTILITY: 511-70-015B ACCESS & UTILITY: 511-37-0240 ACCESS & UTILITY: 511-37-010E
OCCUPANCY:	U
ZONING CLASSIFICATION:	C-2
ZONING JURISDICTION:	CITY OF ELOY
GROUND ELEVATION:	±1,473.5 FT.
STRUCTURE TYPE:	MONOPOLE
STRUCTURE HEIGHT:	140 FT. MONOPOLE
CONSTRUCTION AREA:	50' X 50' = 2,500 SF
LATITUDE (NAD 83):	32° 48' 26.48" N
LONGITUDE:	111° 40' 22.08" W

CALL FOR UNDERGROUND UTILITIES PRIOR TO DIGGING:
811

CALL 911



US-AZ-5063
ELOY LOVES 265
5000 S. SUNLAND GIN RD.
ELOY, AZ 85222
140' MONOPOLE

DRWG. #	TITLE	REV.#	DATE
T1	TITLE SHEET	2	11/14/18
LS-1	SURVEY (BY OTHERS)	0	5/12/18
LS-2	SURVEY (BY OTHERS)	0	5/12/18
C3	OVERALL SITE PLAN	2	11/14/18
C4	ENLARGED SITE PLAN	2	11/14/18
C4A	ENLARGED COMPOUND PLAN	2	11/14/18
C5	ELEVATIONS	2	11/14/18
C6	ELEVATIONS	2	11/14/18
C7	T-MOBILE DETAILS	2	11/14/18

PROPERTY OWNER:	TOM LOVE: LOVES TRUCK STOP 15 W 6TH ST., STE #2400 TULSA, OK 74119
CONTACT:	TONY CARLISI PHONE: (800) 388-0938
APPLICANT:	VERTICAL BRIDGE 750 PARK OF COMMERCE DRIVE, SUITE 200 BOCA RATON, FL 33487
CONTACT:	C/O GARY CASSEL, CLEAR BLUE SERVICE PHONE: (602) 762-8809
CARRIER:	VERIZON - - PHONE: (
CONTACT:	- -
ENGINEER:	CLEAR BLUE SERVICES 4814 S. 35TH ST. PHOENIX, AZ 85040 PHONE: (602) 405-8803
CONTACT:	STEVEN DeJONGE STEVENDEJONGE@CLEARBLUESERVICES.COM
POWER COMPANY:	ELECTRICAL DISTRICT #4
TELCO COMPANY:	-

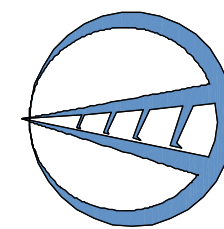
TENANT SITE DETAILS

SITE NO.: 5047080
PUBLIC RECORD PARCEL NO. 511-70-015C
5000 S. SUNLAND GIN RD.
ELOY, AZ 85222
PINAL COUNTY
NEW COMMUNICATIONS SITE

		APPROVED	APPROVED AS NOTED	DISAPPROVED/REVISE
VERTICAL BRIDGE	DATE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SITE ACQUISITION	DATE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CONSTRUCTION MANAGER	DATE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ZONING	DATE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RF ENGINEERING	DATE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Clear Blue
Services



2	ZONING CHANGES	SLD	11/14/18
1	CLIENT CHANGES	SLD	10/08/18
0	ZONING DRAWINGS	SLD	11/27/17
No.	Submittal / Revision	App'd	Date

Drawn: SLD Date: 11/27/17
Designed: SLD Date: 11/27/17
Checked: TB Date: 11/27/17

Project Number US-AZ-5063

Project Title

ELOY LOVES 265
5000 S. SUNLAND GIN RD.
ELOY, AZ 85222

Engineer Stamp

REGISTERED ARCHITECT
CERTIFICATE NO.
32874
STEVEN L. DEJONGE
Date Signed 11/19/18
Expires 9-30-2019

THIS DOCUMENT CONTAINS AN ELECTRONIC SIGNATURE PLACED TO A P.S. TITLE 41 AND TITLE 44. IT IS A VIOLATION FOR ANY PERSON, UNLESS UNDER THE DIRECT SUPERVISION OF THE REGISTRANT, TO MODIFY THIS DOCUMENT IN ANY WAY.

PRELIMINARY UNLESS SIGNED

Drawing Title

TITLE SHEET

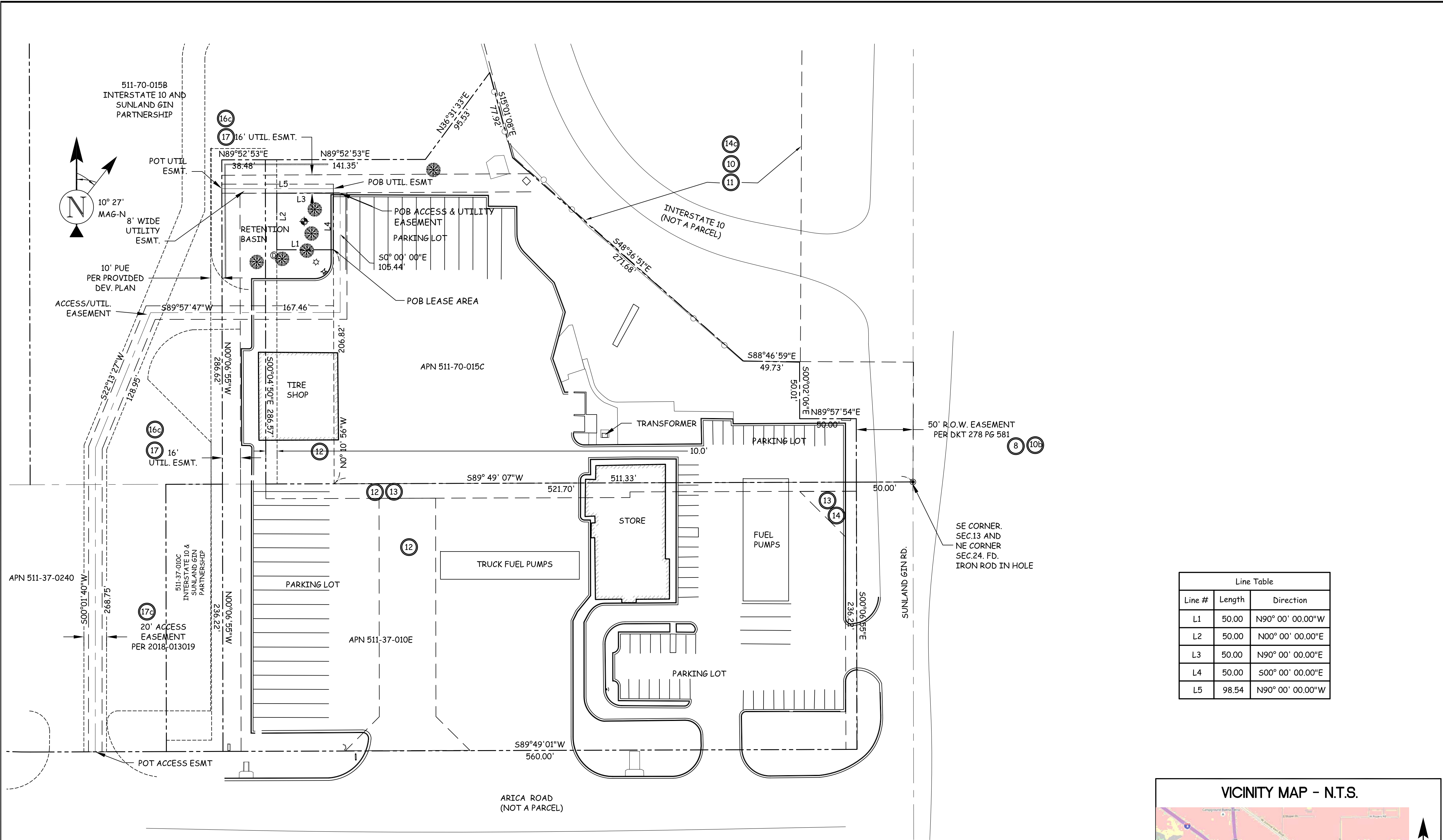
Drawing Scale:
AS NOTED

Date:
11/14/18

UNAUTHORIZED ALTERATION OR ADDITION
TO THIS DOCUMENT IS A VIOLATION OF
APPLICABLE STATE AND/OR LOCAL LAWS

Drawing Number

T1



1-A ACCURACY CERTIFICATION

THE HORIZONTAL ACCURACY OF THE LATITUDE AND LONGITUDE AT THE CENTER OF EACH SECTOR FALLS WITHIN FIFTEEN (15) FEET. THE ELEVATIONS (NAVD88) OF THE GROUND AND FIXTURES FALL WITHIN THREE (3) FEET.

CENTER OF PROPOSED MONOPALM (NAD83)
LATITUDE 32° 48' 26.48" NORTH
LONGITUDE 111° 40' 20.08" WEST
ELEVATION 1437.5' (NAVD88)

GRAPHIC SCALE

(IN FEET)
1 inch = 50 ft.

FLOOD INFORMATION

COMMUNITY NUMBER	PANEL #	SUFFIX	PANEL DATE	FIRM ZONE
04021	1570	E	12.04.2007	X

I HEREBY CERTIFY TO: VERTICAL BRIDGE REIT, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS SUBSIDIARIES, AND THEIR RESPECTIVE SUCCESSORS AND/OR ASSIGNS; TORONTO DOMINION (TEXAS) LLC, AS ADMINISTRATIVE AGENT, FOR ITSELF AND ON BEHALF OF THE LENDERS PARTIES FROM TIME TO TIME TO THAT CERTAIN SECOND AMENDED AND RESTATED LOAN AGREEMENT DATED JUNE 17, 2016 WITH VERTICAL BRIDGE HOLDCO, LLC, AS BORROWER, AND VERTICAL BRIDGE HOLDCO PARENT, LLC, AS PARENT, AS MAY BE AMENDED, RESTATED, MODIFIED OR RENEWED, THEIR SUCCESSORS AND ASSIGNS AS THEIR INTERESTS MAY APPEAR; AND FIDELITY NATIONAL TITLE INSURANCE COMPANY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEY UNDER THE LAWS OF THE STATE OF ARIZONA.

SIGNED: *Jeff R. Cook* 5/12/2018
JEFF R. COOK AZ Reg. No. 28719 Date
My License renewal date is March 31, 2019

EXPIRES: 3/31/2019

LEGEND

POB	POINT OF BEGINNING	SPOT ELEVATION
POT	POINT OF TERMINUS	POSITION OF GEODETIC COORDINATES
PUE	PUBLIC UTILITY EASEMENT	WATER CONTROL VALVE
ROW	RIGHT OF WAY	FIRE HYDRANT
DW	DRIVEWAY	POWER POLE
SW	SIDEWALK	LIGHT POLE
BCHH	BRASS CAP IN HANDHOLE	SEWER MANHOLE
BCFL	BRASS CAP FLUSH	FOUND AS NOTED
MCR	MARICOPA COUNTY RECORDS	
OVERHEAD ELECTRIC	PROPERTY LINE	CHAIN LINK FENCE

LESSOR'S LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

A CERTAIN TRACT OF LAND SITUATE IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 7 SOUTH, RANGE 6 EAST OF THE 61A AND SALT RIVER BASE AND MERIDIAN PINAL COUNTY, ARIZONA, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE AFORESAID SECTION 13, BEING ALSO THE SOUTHEAST CORNER OF THE TRACT, AND LYING IN THE CENTERLINE OF SUNLAND-6IN ROAD:

THENCE NORTH 00° 02' 55" EAST A DISTANCE OF 55.93 FEET MEASURED (NORTH 00° 03' 30" WEST 55.90 FEET RECORD); ALONG THE EAST LINE OF SAID SECTION 13 BEING ALSO THE CENTERLINE OF SUNLAND-6IN ROAD TO AN ANGLE POINT;

THENCE SOUTH 89° 57' 54" WEST A DISTANCE OF 100.01 FEET MEASURED (SOUTH 89° 56' 30" WEST 100.00 FEET RECORD);

THENCE NORTH 00° 02' 06" WEST A DISTANCE OF 50.01 FEET MEASURED (NORTH 00° 03' 30" WEST 50.00 FEET RECORD) TO AN ANGLE POINT LYING ON THE 1964 SOUTHERLY RIGHT-OF-WAY OF INTERSTATE HIGHWAY 10;

THENCE SOUTH 89° 52' 49" WEST A DISTANCE OF 49.99 FEET MEASURED (NORTH 89° 56' 30" W 50.00 FEET RECORD) ALONG THE 1964 SOUTHERLY RIGHT-OF-WAY OF INTERSTATE HIGHWAY 10;

THENCE NORTH 48° 40' 52" WEST A DISTANCE OF 271.76 FEET MEASURED (NORTH 48° 46' 06" WEST 271.10 FEET RECORD) ALONG THE SOUTHERLY 1964 RIGHT-OF-WAY OF INTERSTATE HIGHWAY 10 TO AN ANGLE POINT;

THENCE NORTH 16° 10' 50" WEST MEASURED (NORTH 15° 07' 25" WEST RECORD) A DISTANCE OF 77.92 FEET ALONG THE 1964 SOUTHERLY RIGHT-OF-WAY OF INTERSTATE HIGHWAY 10 TO THE MOST NORTHERLY CORNER OF THE TRACT;

THENCE, LEAVING THE 1964 SOUTHERLY RIGHT-OF-WAY OF INTERSTATE HIGHWAY 10, SOUTH 36° 08' 55" WEST A DISTANCE OF 92.88 FEET TO AN ANGLE POINT OF SAID POINT BEING THE NORTH LINE OF PARCEL 2 CONVEYED IN DOCKET 1586, PAGE 989;

THENCE SOUTH 89° 52' 53" WEST MEASURED (SOUTH 89° 56' 30" WEST RECORD) A DISTANCE OF 141.50 FEET ALONG THE SAID NORTH LINE TO THE NORTHWEST CORNER;

THENCE SOUTH 00° 04' 43" EAST A DISTANCE OF 287.87 FEET TO THE SOUTHWEST CORNER; NORTH 39° 42' 30" EAST A DISTANCE OF 571.70 FEET ALONG THE SOUTH LINE OF SAID SECTION 13 TO THE POINT OF BEGINNING.

EXCEPT THE EAST 50.00 FEET AS MEASURED ALONG THE SOUTH LINE, CONVEYED TO THE CITY OF ELOY IN DEDICATION RECORDED JUNE 19, 2015 AS FEE NUMBER 2015-040071 OF OFFICIAL RECORDS.

D	ADDED ESMTS	--	5/17/18
C	EXHIBIT 2	--	2/5/18
B	COMMENTS	--	10/12/17
A	SUBMITTAL	--	06/07/17
No.	Submittal / Revision	App'd	Date
Drawn:	JC	Date:	06/07/17
Designed:	JC	Date:	06/07/17
Checked:	JC	Date:	06/07/17
Project Number	US-AZ-5063		
Project Title	AZ5 ARICA ELOY LOVES TRAVEL STOP 5000 N. SUNLAND GIN RD. CASA GRANDE, AZ 85222		
Surveyor Stamp			

BENCHMARK

ELEVATIONS WERE ESTABLISHED FROM PROCESSING GPS DATA WITH AND CONSTRAINING TO NGS "CORS" STATIONS AND APPLYING GEOTID12b SEPARATIONS AND ARE AT NAVD88 DATUM

BASIS OF BEARINGS

BEARINGS SHOWN HEREON ARE BASED UPON U.S. STATE PLANE NAD83 COORDINATE SYSTEM ARIZONA CENTRAL ZONE, DETERMINED BY GPS OBSERVATIONS.

SURVEYOR'S NOTES

REFERENCE IS MADE TO THE TITLE REPORT ORDER #26001878, ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, DATED 9/28/17.

ALL EASEMENTS CONTAINED WITHIN SAID TITLE REPORT AFFECTING THE IMMEDIATE AREA SURROUNDING THE LEASE HAVE BEEN PLOTTED (EXCEPT FOR ROOFTOPS). SURVEYOR HAS NOT PERFORMED A SEARCH OF PUBLIC RECORDS TO DETERMINE ANY DEFECT IN TITLE ISSUED.

THE BOUNDARY SHOWN HEREON IS PLOTTED FROM RECORD INFORMATION AND DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE PROPERTY.

THE ACCESS AND UTILITY EASEMENT ADJOINS TO A PUBLIC RIGHT OF WAY.

NO ENCROACHMENTS VISIBLE AFFECTING THE LEASE AREA AND ACCESS / UTILITY EASEMENTS.

THE DESCRIBED LEASE AREA, ACCESS EASEMENT AND UTILITY EASEMENT LIE ENTIRELY WITHIN THE PARENT PARCEL.

UTILITY NOTES

SURVEYOR DOES NOT GUARANTEE THAT ALL UTILITIES ARE SHOWN OR THEIR LOCATIONS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND DEVELOPER TO CONTACT BLUE STAKE AND ANY OTHER INVOLVED AGENCIES TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION, REMOVAL, RELOCATION AND/ OR REPLACEMENT IS THE RESPONSIBILITY OF THE CONTRACTOR.

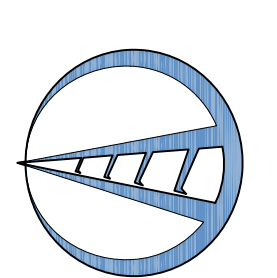
SURVEY DATE

11.13.17



Clear Blue Services

407 S. PRICE RD.
TEMPE, AZ 85281 602-426-9500



D	ADDED ESMTS	--	5/17/18
C	EXHIBIT 2	--	2/5/18
B	COMMENTS	--	10/12/17
A	SUBMITTAL	--	06/07/17
No.	Submittal / Revision	App'd	Date
Drawn:	JC	Date:	06/07/17
Designed:	JC	Date:	06/07/17
Checked:	JC	Date:	06/07/17
Project Number	US-AZ-5063		
Project Title	AZ5 ARICA ELOY LOVES TRAVEL STOP 5000 N. SUNLAND GIN RD. CASA GRANDE, AZ 85222		
Surveyor Stamp			

Drawn: JC Date: 06/07/17

Designed: JC Date: 06/07/17

Checked: JC Date: 06/07/17

Project Number: US-AZ-5063

Project Title: AZ5 ARICA
ELOY LOVES TRAVEL STOP
5000 N. SUNLAND GIN RD.
CASA GRANDE, AZ 85222

Surveyor Stamp

Drawing Title

Drawing Scale: AS NOTED

Date: 5/17/18

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Drawing Number

LS-1

SCHEDULE B EXCEPTIONS:



SCHEDULE B EXCEPTION NUMBER PER TITLE REPORT

TITLE REPORT ORDER #26001878 ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, DATED 9/28/17.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
(NOTHING PROVIDED, NO AFFECT ON LEASE AREA)

2. Rights or claims of parties in possession not shown by the public records.
(NOTHING PROVIDED, NO AFFECT ON LEASE AREA)

3. Easements, or claims of easements, not shown by the public records.
(NOTHING PROVIDED, NO AFFECT ON LEASE AREA)

4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
(NOTHING WITNESSED AT THE TIME OF THE SURVEY, NO AFFECT ON LEASE AREA)

6. Taxes and special assessments which are not shown as existing liens by the public records.
(NOT SURVEY RELATED, NO AFFECT ON LEASE AREA)

7. Taxes for the year 2017 and subsequent years, a lien not yet due and payable.
(NOT SURVEY RELATED, NO AFFECT ON LEASE AREA)

8. Easement in favor of Pinal County, Arizona, set forth in instrument recorded on 12/06/1960 in Deed Book 278, Page 581.
(PLOTTED AS SHOWN, NO AFFECT ON LEASE AREA)

9. Right of Way in favor of State of Arizona by and through its highway commission, set forth in instrument recorded on 10/18/1963 in Deed Book 364, Page 515.
(NOT PLOTTED NOT IN PARCEL SECTION, NO AFFECT ON LEASE AREA)

10. Right of Way in favor of State of Arizona by and through its highway commission, set forth in instrument recorded on 09/17/1964 in Deed Book 396, Page 17. (PLOTTED AS SHOWN, NO AFFECT ON LEASE AREA)

11. Right of Way in favor of State of Arizona by and through its highway commission, set forth in instrument recorded on 07/27/1964 in Deed Book 391, Page 464 and recorded on 08/03/1964 in Deed Book 392, Page 164 and recorded on 09/17/1964 in Deed Book 396, Page 17. (PLOTTED AS SHOWN, NO AFFECT ON LEASE AREA)

12. Right-of-Way and Easement in favor of Musket Corporation, an Oklahoma corporation, set forth in instrument recorded on 06/26/1990 in Deed Book 1684, Page 289. (PLOTTED AS SHOWN, NO AFFECT ON LEASE AREA)

13. Right-of-Way and Easement in favor of Musket Corporation, an Oklahoma corporation, its successors and assigns set forth in instrument recorded on 06/26/1990 in Deed Book 1684, Page 293.
(PLOTTED AS SHOWN, NO AFFECT ON LEASE AREA)

14. Right-of-Way and Easement in favor of Musket Corporation, an Oklahoma corporation, set forth in instrument recorded on 06/26/1990 in Deed Book 1684, Page 297. (PLOTTED AS SHOWN, NO AFFECT ON LEASE AREA)

15. Terms, provisions, covenants, conditions, restrictions, reservations, easements, charges, assessments and liens provided in a Deed or Covenants, Conditions and Restrictions recorded in Deed Book 1684, Page 299, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
(NOT SURVEY RELATED, NO AFFECT ON LEASE AREA)

16. Deed of Trust from Love's Country Stores, Inc., an Oklahoma corporation, Grantor(s), to First American Title Insurance Company, a California corporation, Trustee(s), in favor of Interstate-10 & Sunland Gin Road Limited Partnership, an Arizona limited partnership, dated 12/30/1997, and recorded 01/06/1998 in Instrument No. 1998-000504, in the original amount of \$132,500.00. (NOT SURVEY RELATED, NO AFFECT ON LEASE AREA)

17. Easement Grant in favor of Electrical District No. 4, Pinal County, Arizona, its successors, set forth in instrument recorded on 02/05/2016 in Instrument No. 2016-007275. (PLOTTED AS SHOWN, NO AFFECT ON LEASE AREA)

SCHEDULE B EXCEPTIONS: (B)

TITLE REPORT ORDER #21800800-099-GOH ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, DATED 3-29-2018.

1 Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met. (NOTHING PROVIDED, NO AFFECT ON LEASE AREA)

2. Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records. (NOT SURVEY RELATED, NO AFFECT ON LEASE AREA)

3. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession thereof. (NOTHING PROVIDED, NO AFFECT ON LEASE AREA)

4. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
(NOTHING PROVIDED, NO AFFECT ON LEASE AREA)

5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the Public Records.
(NONE DISCOVERED BY SURVEY)

6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records. (NOTHING PROVIDED, NO AFFECT ON LEASE AREA)

7. Any lien or right to a lien for services, labor or material not shown by the Public Records.
(NOTHING PROVIDED, NO AFFECT ON LEASE AREA)

8. Second installment of 2017 taxes, a lien, payable on or before March 1, 2018 and delinquent May 1, 2018.
(NOT SURVEY RELATED, NO AFFECT ON LEASE AREA)

9. Any charge upon said land by reason of its inclusion in Central Arizona Water Conservation District; Eloy Fire District; Fire District Assistance Tax; Pinal County Flood District; Pinal County Library District; Central Arizona Valley Institute of Technology. (NOT SURVEY RELATED, NO AFFECT ON LEASE AREA)

10. An easement for public highway and all matters as set forth therein, recorded in Docket 278, Page 581 of Official Records.
(PLOTTED AS SHOWN, NO AFFECT ON LEASE AREA)

11. The right of the State of Arizona to prohibit, limit, control or restrict access to Interstate Highway 10 as set forth in Docket 364, Page 515 of Official Records. (NOT PLOTTED NOT IN PARCEL SECTION, NO AFFECT ON LEASE AREA)

12. All matters as set forth in Sewer Easements recorded as Fee Number 2005-136369, recorded as Fee Number 2005-136371, recorded as Fee Number 2005-136372, recorded as Fee Number 2005-136373, recorded as Fee Number 2005-136374 and recorded as Fee Number 2005-136375 of Official Records. Thereafter Assignment and Assumption of Sewer Agreement to the City of Eloy recorded as Fee Number 2006-138938 of Official Records. (NOT PLOTTED NOT IN PARCEL SECTION, NO AFFECT ON LEASE AREA)

13. All matters as set forth in Resolution of Establishment recorded as Fee Number 2008-114574 of Official Records.
(NOT SURVEY RELATED, NO AFFECT ON LEASE AREA)

14. An easement for electric transmission line and all matters as set forth therein, recorded in Fee Number 2016-007275 of Official Records. (PLOTTED AS SHOWN, NO AFFECT ON LEASE AREA)

15. All matters as set forth in Results of Survey recorded as Fee Number 2016-067289 of Official Records.
(PLOTTED AS SHOWN, NO AFFECT ON LEASE AREA)

16. Any rights, interest or claims of parties in possession of the land and not shown by the public records.
(NOTHING PROVIDED, NO AFFECT ON LEASE AREA)

17. The terms and conditions of the lease as set forth in Schedule A, Part II
(NOTHING PROVIDED, NO AFFECT ON LEASE AREA)

SCHEDULE B EXCEPTIONS:(c)

TITLE REPORT ORDER #21801071-099-GOH ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, DATED 5-09-2018.

1 Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met. (NOTHING PROVIDED, NO AFFECT ON LEASE AREA)

2. Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
(NOTHING PROVIDED, NO AFFECT ON LEASE AREA)

3. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession thereof. (NOTHING PROVIDED, NO AFFECT ON LEASE AREA)

4. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
(NOTHING PROVIDED, NO AFFECT ON LEASE AREA)

5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the Public Records.
(NOTHING PROVIDED, NO AFFECT ON LEASE AREA)

6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
(NOTHING PROVIDED, NO AFFECT ON LEASE AREA)

7. Any lien or right to a lien for services, labor or material not shown by the Public Records.
(NOT SURVEY RELATED, NO AFFECT ON LEASE AREA)

8. Taxes for the year 2018, a lien not yet due and payable.
(NOT SURVEY RELATED, NO AFFECT ON LEASE AREA)

9. Any charge upon said land by reason of its inclusion in the following districts:
a) Eloy Fire District (NOT SURVEY RELATED, NO AFFECT ON LEASE AREA)

b) Fire District Assistance Tax
c) Central Arizona Water Conservation District
d) Pinal County Library District
e) Pinal County Flood District
f) Central Arizona Valley Institute of Technology (CAVIT)
g) Electrical District No. 4

10. An easement for public highway and all matters as set forth therein, recorded in Docket 278, Page 581 of Official Records. (PLOTTED AS SHOWN, NO AFFECT ON LEASE AREA)

11. All matters as set forth in Warranty Deed to the State of Arizona recorded as Docket 364, Page 515 of Official Records. (NOT PLOTTED NOT IN PARCEL SECTION, NO AFFECT ON LEASE AREA)

12. All matters as set forth in City of Eloy Water and Sewer Agreement recorded as Docket 1599, Page 871 of Official Records. (NOT PLOTTED NOT IN PARCEL SECTION, NO AFFECT ON LEASE AREA)

13. All matters as set forth in Reciprocal Sewer Easement Agreement recorded as Fee no. 2006-065840 of Official Records. (NOT PLOTTED NOT IN PARCEL SECTION, NO AFFECT ON LEASE AREA)

14. All matters as set forth in Resolution of Establishment recorded as Fee No. 2008-114574 of Official Records. (NOT SURVEY RELATED, NO AFFECT ON LEASE AREA)

15. All matters as set forth in Resolution 2013-01 recorded as Fee No. 2013-016615 of Official Records. (NOT SURVEY RELATED, NO AFFECT ON LEASE AREA)

16. A map purported to show said property recorded in Fee No. 2016-067289
(PLOTTED AS SHOWN, NO AFFECT ON LEASE AREA)

17. All matters as set forth in Access Easement Agreement recorded as Fee No. 2018-013019 of Official Records. (PLOTTED AS SHOWN, ACCESS EASEMENT FOLLOWS A PORTION OF)

18. Any rights, interest or claims of parties in possession of the land and not shown by the public records. (NOTHING PROVIDED, NO AFFECT ON LEASE AREA)

19. The terms and conditions of the lease as set forth in Schedule A, Part II

SCHEDULE B EXCEPTIONS:(c)

TITLE REPORT ORDER #21801070-099-GOH ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, DATED 5-09-2018.

1 Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.

2. Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
(NOTHING PROVIDED, NO AFFECT ON LEASE AREA)

3. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession thereof. (NOTHING PROVIDED, NO AFFECT ON LEASE AREA)

4. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
(NOTHING PROVIDED, NO AFFECT ON LEASE AREA)

5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the Public Records.
(NOTHING PROVIDED, NO AFFECT ON LEASE AREA)

6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
(NOTHING PROVIDED, NO AFFECT ON LEASE AREA)

7. Any lien or right to a lien for services, labor or material not shown by the Public Records.
(NOT SURVEY RELATED, NO AFFECT ON LEASE AREA)

8. Taxes for the year 2018, a lien not yet due and payable.
(NOT SURVEY RELATED, NO AFFECT ON LEASE AREA)

9. Any charge upon said land by reason of its inclusion in the following districts:
a) Eloy Fire District (NOT SURVEY RELATED, NO AFFECT ON LEASE AREA)

b) Fire District Assistance Tax
c) Central Arizona Water Conservation District
d) Pinal County Library District
e) Pinal County Flood District
f) Central Arizona Valley Institute of Technology (CAVIT)
g) Electrical District No. 4

10. An easement for public highway and all matters as set forth therein, recorded in Docket 278, Page 581 of Official Records. (PLOTTED AS SHOWN, NO AFFECT ON LEASE AREA)

11. All matters as set forth in Warranty Deed to the State of Arizona recorded as Docket 364, Page 515 of Official Records. (NOT PLOTTED NOT IN PARCEL SECTION, NO AFFECT ON LEASE AREA)

12. All matters as set forth in City of Eloy Water and Sewer Agreement recorded as Docket 1599, Page 871 of Official Records. (NOT PLOTTED NOT IN PARCEL SECTION, NO AFFECT ON LEASE AREA)

13. All matters as set forth in Reciprocal Sewer Easement Agreement recorded as Fee no. 2006-065840 of Official Records. (NOT PLOTTED NOT IN PARCEL SECTION, NO AFFECT ON LEASE AREA)

14. All matters as set forth in Resolution of Establishment recorded as Fee No. 2008-114574 of Official Records. (NOT SURVEY RELATED, NO AFFECT ON LEASE AREA)

15. All matters as set forth in Resolution 2013-01 recorded as Fee No. 2013-016615 of Official Records. (NOT SURVEY RELATED, NO AFFECT ON LEASE AREA)

16. A map purported to show said property recorded in Fee No. 2016-067289
(PLOTTED AS SHOWN, NO AFFECT ON LEASE AREA)

17. All matters as set forth in Access Easement Agreement recorded as Fee No. 2018-013019 of Official Records. (PLOTTED AS SHOWN, ACCESS EASEMENT FOLLOWS A PORTION OF)

18. Any rights, interest or claims of parties in possession of the land and not shown by the public records. (NOTHING PROVIDED, NO AFFECT ON LEASE AREA)

19. The terms and conditions of the lease as set forth in Schedule A, Part II

LEASE AREA LEGAL DESCRIPTION

PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 7 SOUTH, RANGE 6 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE SOUTHEAST CORNER OF SAID SECTION 13;

THENCE SOUTH 89 DEGREES 49 MINUTES 07 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 13, A DISTANCE OF 511.33 FEET;

THENCE NORTH 00 DEGREES 10 MINUTES 56 SECONDS WEST, A DISTANCE OF 206.82 FEET TO THE POINT OF BEGINNING;

THENCE WEST, A DISTANCE OF 50.00 FEET;
THENCE NORTH, A DISTANCE OF 50.00 FEET;
THENCE EAST, A DISTANCE OF 50.00 FEET;
THENCE SOUTH, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 2,500.00 SQUARE FEET OR 0.0574 ACRES, MORE OR LESS

ACCESS EASEMENT LEGAL DESCRIPTION

A 12 FOOT WIDE ACCESS EASEMENT SITUATED IN A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 7 SOUTH, RANGE 6 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE SOUTHEAST CORNER OF SAID SECTION 13;

THENCE SOUTH 89 DEGREES 49 MINUTES 07 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 13, A DISTANCE OF 511.33 FEET;
THENCE NORTH 00 DEGREES 10 MINUTES 56 SECONDS WEST, A DISTANCE OF 206.82 FEET;
THENCE WEST, A DISTANCE OF 50.00 FEET;
THENCE NORTH, A DISTANCE OF 50.00 FEET;
THENCE EAST, A DISTANCE OF 50.00 FEET;
THENCE CONTINUE EASTERLY ALONG SAID LINE, A DISTANCE OF 6.00 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF A 12.00 FOOT WIDE ACCESS EASEMENT LYING 6.00 FEET OF EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

THENCE SOUTH, A DISTANCE OF 105.44 FEET;
THENCE SOUTH 89 DEGREES 57 MINUTES 47 SECONDS WEST, A DISTANCE OF 167.46 FEET;
THENCE SOUTH 22 DEGREES 13 MINUTES 27 SECONDS WEST, A DISTANCE OF 128.95 FEET;
THENCE SOUTH 00 DEGREES 01 MINUTES 40 SECONDS WEST, 268.75 TO THE NORTH RIGHT OF WAY OF ARICA ROAD AND BEING THE POINT OF TERMINUS

UTILITY EASEMENT LEGAL DESCRIPTION

AN 8.00 FOOT WIDE UTILITY EASEMENT SITUATED IN A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 7 SOUTH, RANGE 6 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE SOUTHEAST CORNER OF SAID SECTION 13;

THENCE SOUTH 89 DEGREES 49 MINUTES 07 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 13, A DISTANCE OF 511.33 FEET;

THENCE NORTH 00 DEGREES 10 MINUTES 56 SECONDS WEST, A DISTANCE OF 206.82 FEET;
THENCE NORTH, A DISTANCE OF 54.00 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF SAID 8.00 FOOT WIDE EASEMENT, LYING 4.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;


THENCE WEST, A DISTANCE OF 98.54 FEET TO THE POINT OF TERMINUS.



2925 E Riggs Rd Suite 8-191
Chandler, AZ 85249
(480) 656-7912 office
(480) 219-5195 fax

I HEREBY CERTIFY TO: VERTICAL BRIDGE REIT, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS SUBSIDIARIES, AND THEIR RESPECTIVE SUCCESSORS AND/OR ASSIGNS; TORONTO DOMINION (TEXAS) LLC, AS ADMINISTRATIVE AGENT, FOR ITSELF AND ON BEHALF OF THE LENDERS PARTIES FROM TIME TO TIME TO THAT CERTAIN SECOND AMENDED AND RESTATED LOAN AGREEMENT DATED JUNE 17, 2016 WITH VERTICAL BRIDGE HOLDCO, LLC, AS BORROWER, AND VERTICAL BRIDGE HOLDCO PARENT, LLC, AS PARENT, AS MAY BE AMENDED, RESTATED, MODIFIED OR RENEWED, THEIR SUCCESSORS AND ASSIGNS AS THEIR INTERESTS MAY APPEAR; AND FIDELITY NATIONAL TITLE INSURANCE COMPANY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEY UNDER THE LAWS OF THE STATE OF ARIZONA.

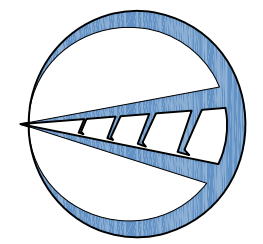


SIGNED  5/22/2018
JEFF R. COOK AZ Reg. No. 28719 Date
My license renewal date is March 31, 2019

EXPIRES: 3/31/2019



Clear Blue
Services
407 S. PRICE RD.
TEMPE, AZ 85281 602-426-9500



D	ADDED ESMTS	--	5/17/18
C	EXHIBIT 2	--	2/5/18
B	COMMENTS	--	10/12/17
A	SUBMITTAL	--	06/07/17
No.	Submittal / Revision	App'd	Date

Drawn: JC Date: 06/07/17

Designed: JC Date: 06/07/17

Checked: JC Date: 06/07/17

Project Number
US-AZ-5045

Project Title
AZ5 ARICA
ELOY LOVES TRAVEL STOP
5000 N. SUNLAND GIN RD.
CASA GRANDE, AZ 85222

Surveyor Stamp

Drawing Title

Drawing Scale:
AS NOTED

Date:
5/17/18

LS

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Drawing Number

LS-2

- NOTES:
1. CONTRACTOR TO COORDINATE & PROVIDE PRIVATE LOCATING SERVICE PRIOR TO CONSTRUCTION.
 2. CONTRACTORS SHALL CHECK IN EACH DAY WITH THE T-MOBILE NOC PRIOR TO ACCESSING SITES.
 3. REFERENCE MANUFACTURERS TOWER DRAWINGS ON INSTALLATION.
 4. ALL COAXIAL CABLING TO BE RUN INSIDE POLE.

SETBACKS TO PROPERTY LINES

NORTH 54'-8'±
SOUTH 231'-11"±
WEST 34'-4"±
EAST 248'-1"±

* SETBACKS ARE ESTIMATED FROM THE ASSESSORS MAPS, GIS INFORMATION & SURVEY BY: WGS, DATED 11/22/2017

LEGEND

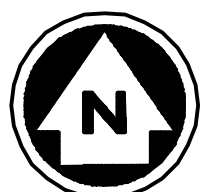
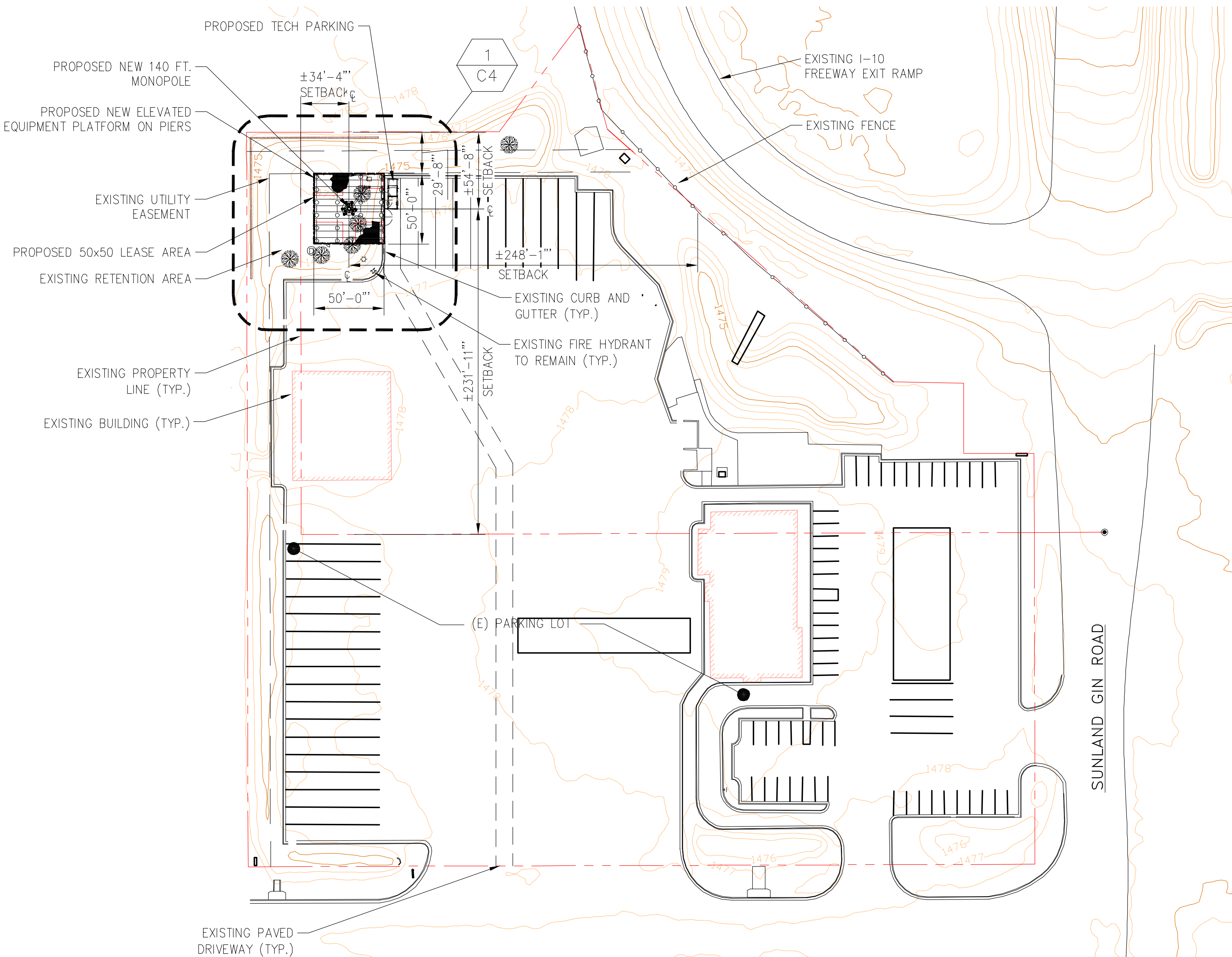
- (P) PROPOSED
(E) EXISTING
(F) FUTURE
 FIRE HYDRANT
POB POINT OF BEGINNING
ROW RIGHT OF WAY
WM WATER METER
SVLT SEWER VAULT
EVL ELECTRIC VAULT
EP ELECTRIC PANEL
A.C.E. ACCESS CONTROL EASEMENT
--- PROPERTY LINE
--- OHE --- OVERHEAD ELECTRIC
--- S --- BLUESTAKED SEWER LINE
 SPOT ELEVATION
 POSITION OF GEODETIC COORDINATES
GV GAS VALVE
 POWER POLE
 SANITARY SEWER MANHOLE
 FOUND AS NOTED
--- W --- BLUESTAKED WATER LINE
--- E --- BLUESTAKED ELECTRIC LINE

Call at least two full working days before you begin excavation.

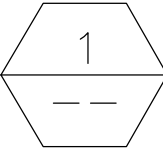
ARIZONA 811

Arizona Blue Stake, Inc.

Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100



CALLED NORTH



OVERALL SITE PLAN

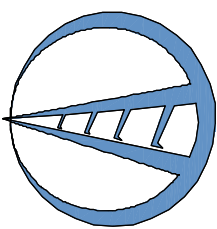
SCALE: 1" = 100' (11x17)
SCALE: 1" = 50' (22x34)

INFORMATION SHOWN BASED ON A FIELD SURVEY
BY WGS DATED 11/22/17.

verticalbridge

Clear Blue
Services

4914 S. 30TH ST.
PHOENIX, AZ 85040 602-428-9600



No.	Submital / Revision	App'd	Date
2	ZONING CHANGES	SLD	11/14/18
1	CLIENT CHANGES	SLD	10/08/18
0	ZONING DRAWINGS	SLD	11/27/17

Drawn: SLD Date: 11/27/17
Designed: SLD Date: 11/27/17
Checked: TB Date: 11/27/17

Project Number
US-AZ-5063

Project Title
ELOY LOVES 265
5000 S. SUNLAND GIN RD.
ELOY, AZ 85222

Engineer Stamp



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PRELIMINARY UNLESS SIGNED

Drawing Title

OVERALL SITE PLAN

Drawing Scale:
AS NOTED

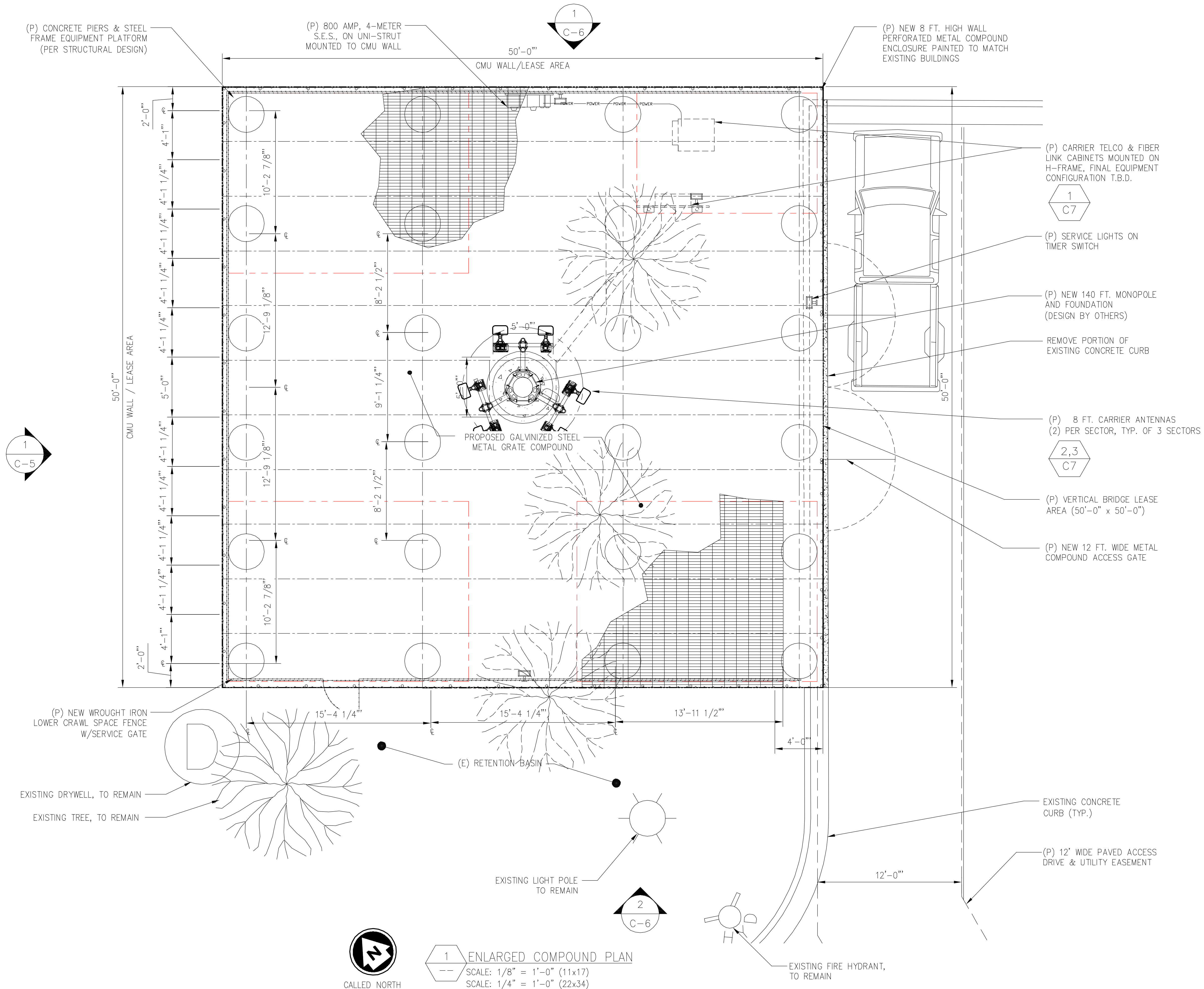
Date:
11/14/18

ZD

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Drawing Number

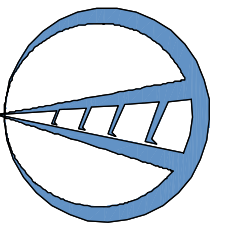
C3



1 ENLARGED COMPOUND PLAN
SCALE: 1/8" = 1'-0" (11x17)
SCALE: 1/4" = 1'-0" (22x34)

verticalbridge

Clear Blue
Services
4814 S. 30TH ST.
PHOENIX, AZ 85040 602-428-8600



2	ZONING CHANGES	SLD	11/14/18
1	CLIENT CHANGES	SLD	10/08/18
0	ZONING DRAWINGS	SLD	11/27/17
No.	Submital / Revision	App'd	Date
Drawn:	SLD	Date:	11/27/17
Designed:	SLD	Date:	11/27/17
Checked:	TB	Date:	11/27/17

Project Number
US-AZ-5063

Project Title
ELOY LOVES 265
5000 S. SUNLAND GIN RD.
ELOY, AZ 85222

Engineer Stamp



EXPIRES 9-30-2019
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Drawing Title

ENLARGED
COMPOUND PLAN

Drawing Scale:
AS NOTED

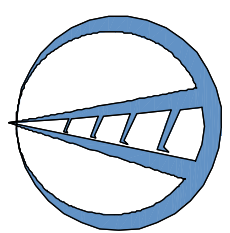
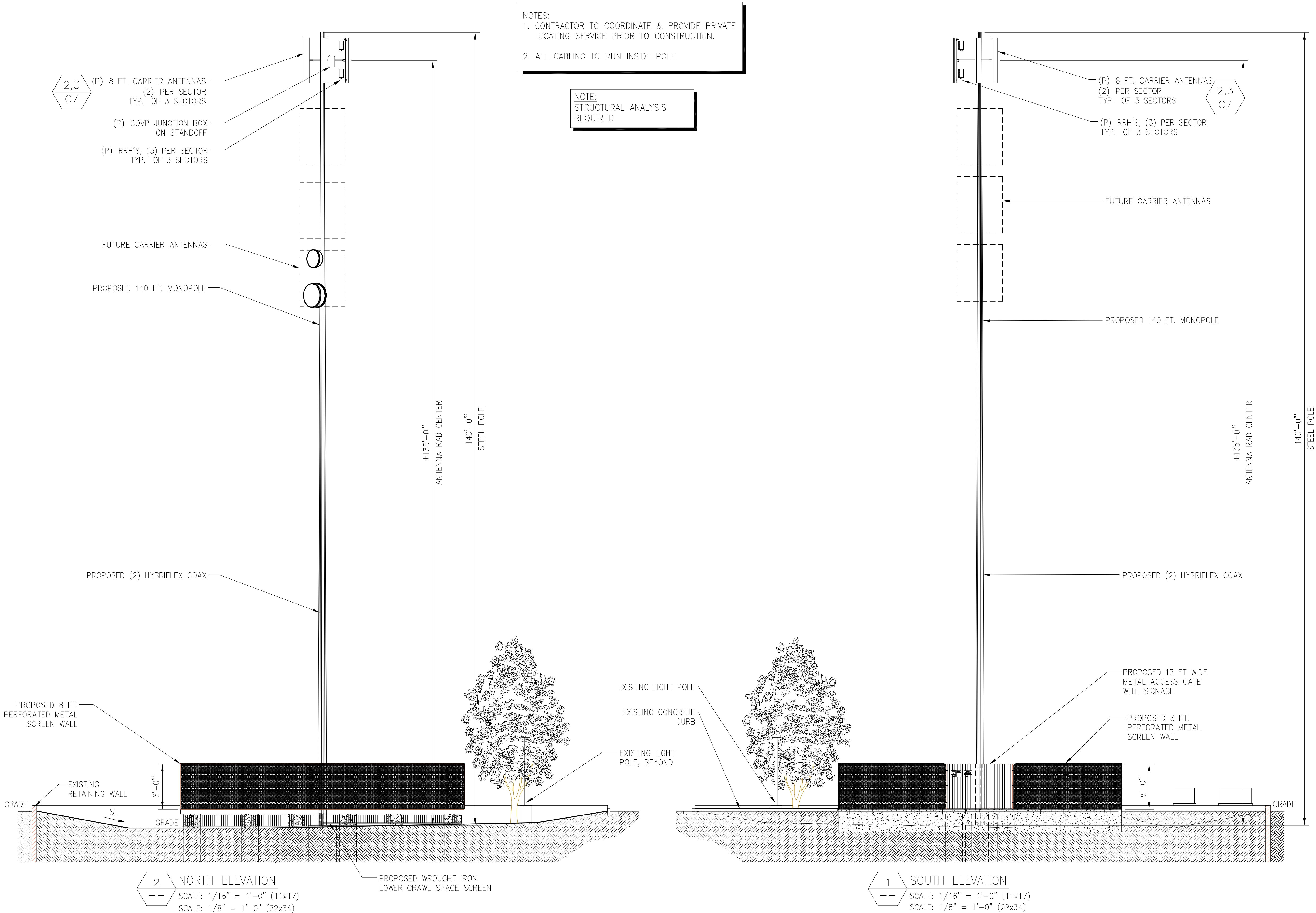
ZD

Date:
11/14/18

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Drawing Number

C4A



No.	Submital / Revision	App'd	Date
2	ZONING CHANGES	SLD	11/14/18
1	CLIENT CHANGES	SLD	10/08/18
0	ZONING DRAWINGS	SLD	11/27/17

Drawn: SLD Date: 11/27/17
Designed: SLD Date: 11/27/17
Checked: TB Date: 11/27/17

Project Number
US-AZ-5063

Project Title
ELOY LOVES 265
5000 S. SUNLAND GIN RD.
ELOY, AZ 85222

Engineer Stamp

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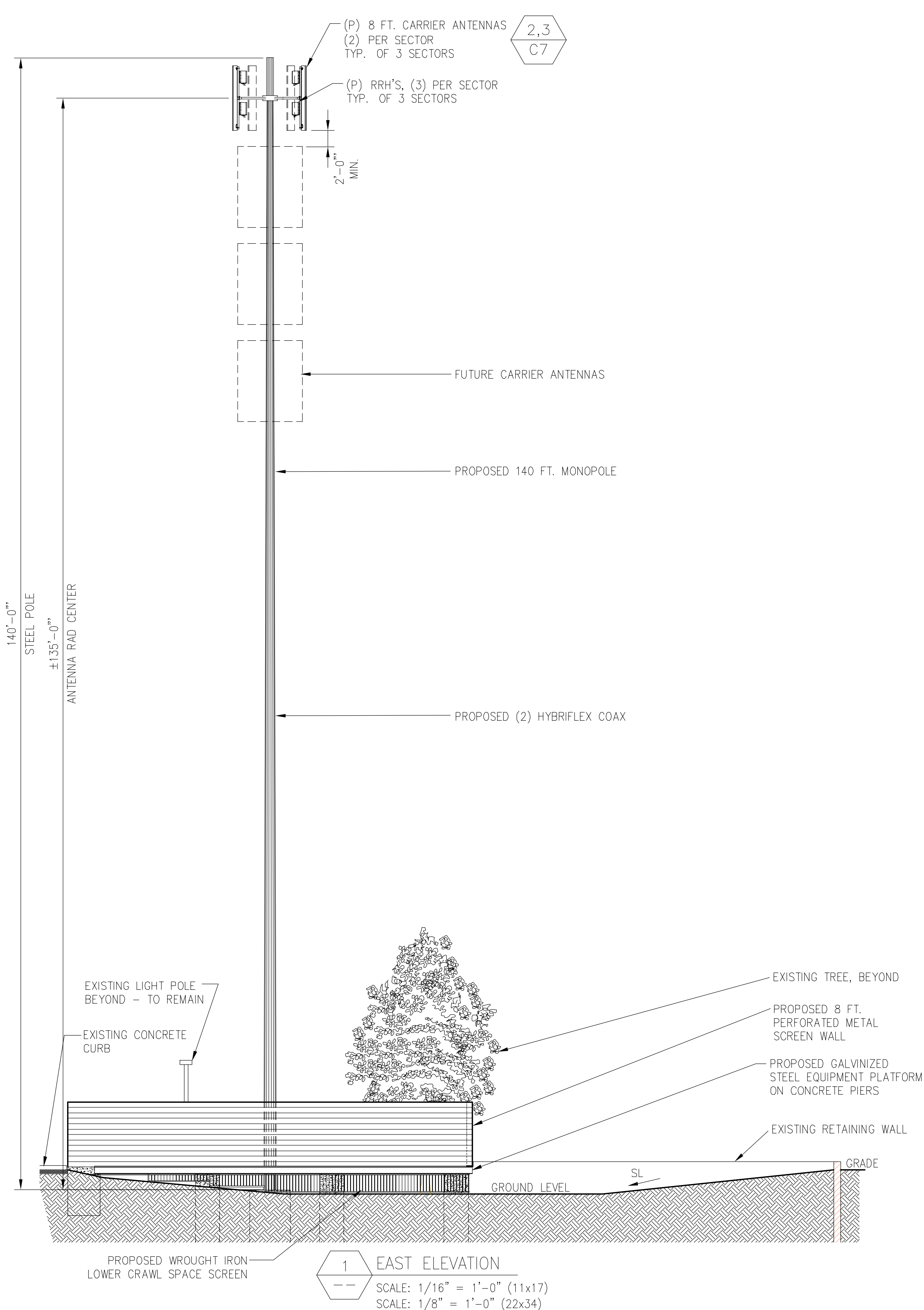
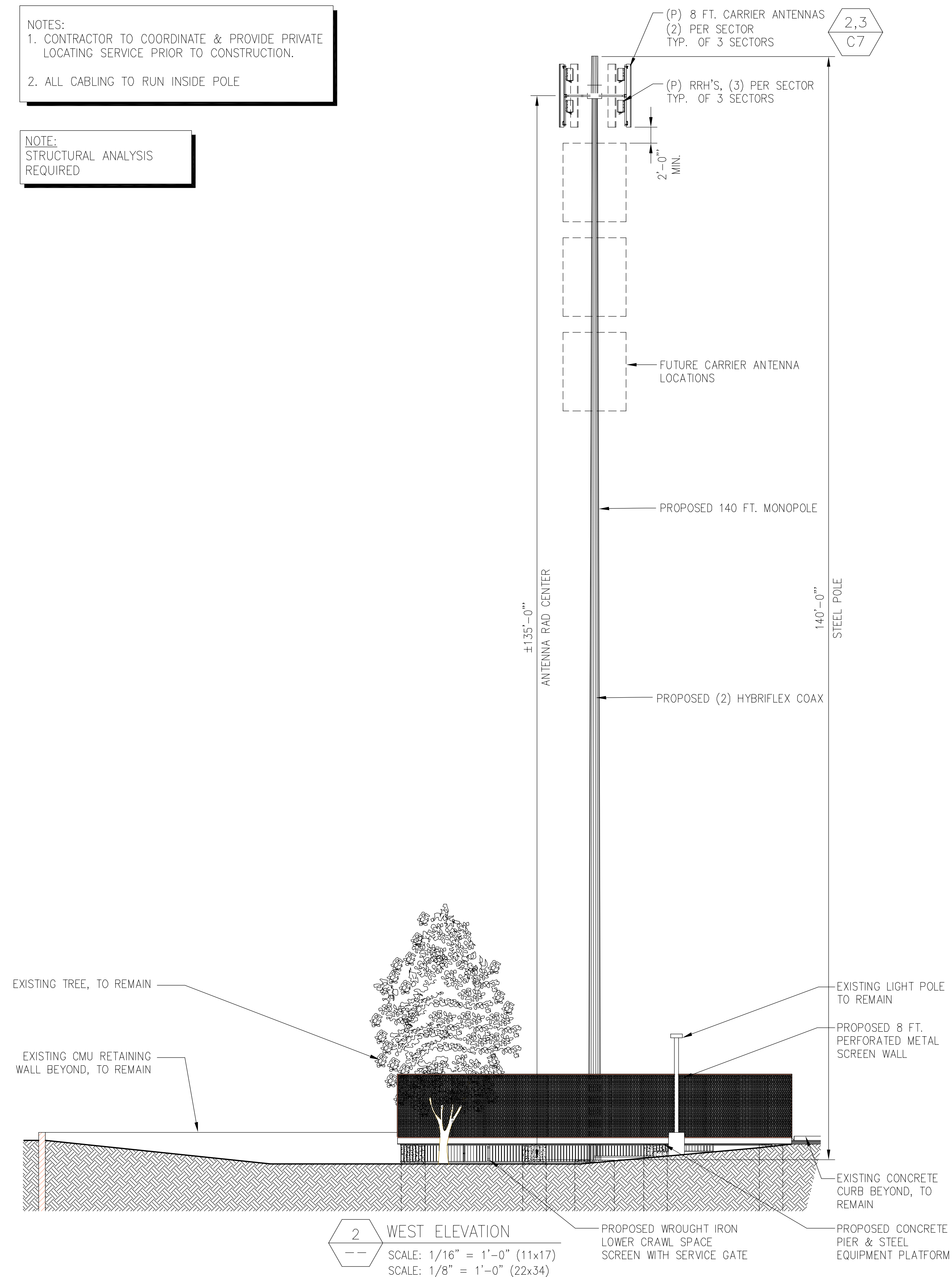
Drawing Title
TOWER ELEVATION

Drawing Scale:
AS NOTED
Date:
11/14/18
ZD

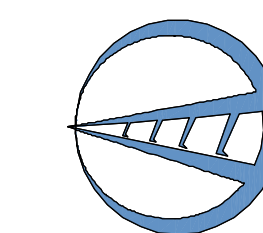
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APPLICABLE STATE AND/OR LOCAL LAWS

Drawing Number
C5

NOTE:
STRUCTURAL ANALYSIS
REQUIRED



Clear Blue
Services
4814 S. 35TH ST.
PHOENIX, AZ 85040 802-428-9500



2	ZONING CHANGES	SLD	11/14/
1	CLIENT CHANGES	SLD	10/08/
0	ZONING DRAWINGS	SLD	11/27/
No.	Submittal / Revision	App'd	Date

Drawn: SLD Date: 11/27/17
Designed: SLD Date: 11/27/17
Checked: TB Date: 11/27/17

Project Number	US-AZ-5063
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Project Title

ELOY LOVES 265
5000 S. SUNLAND GIN RD.
ELOY, AZ 85222

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Drawing Title

TOWER ELEVATION

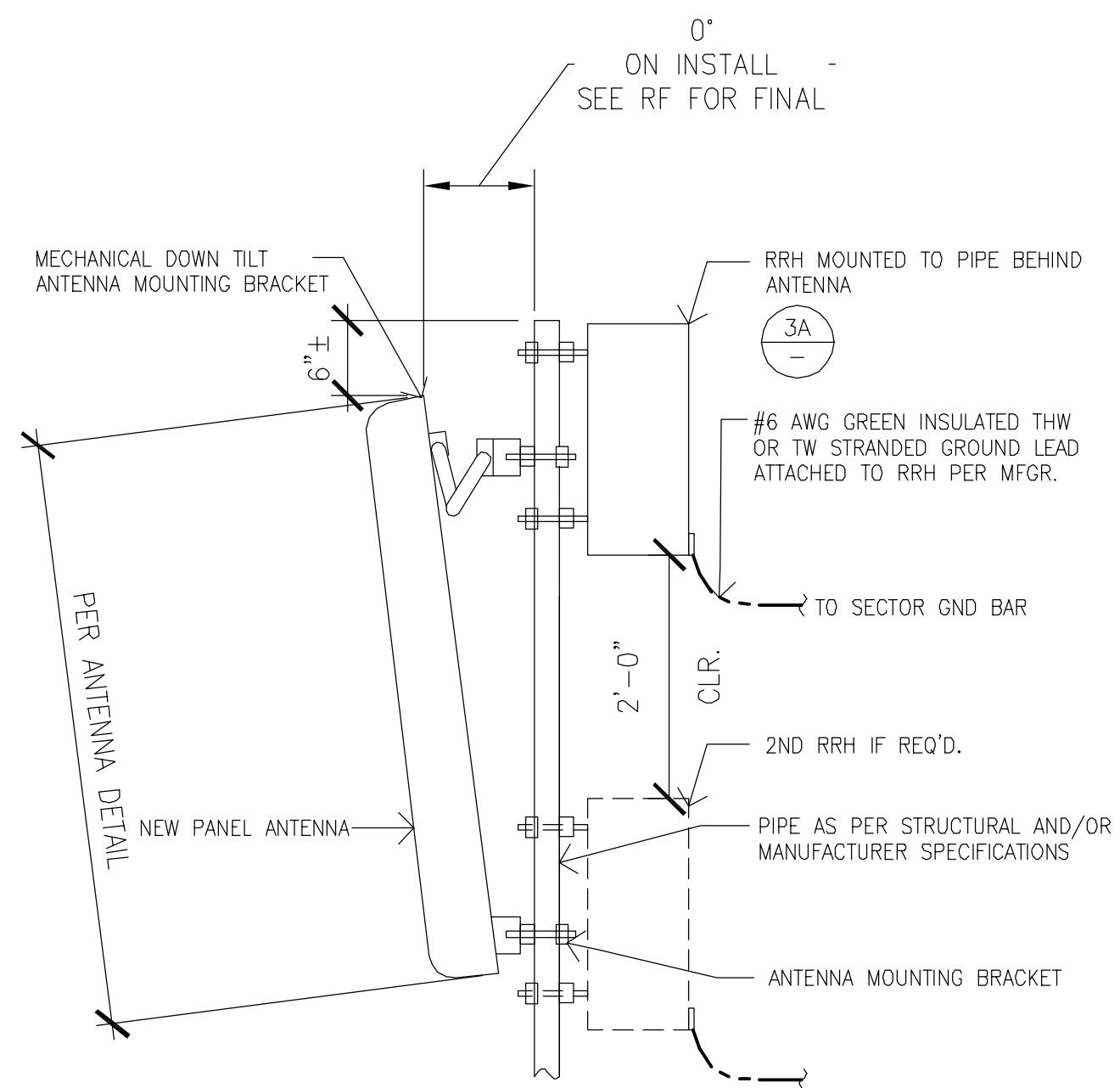
Drawing Scale
AS NOTED

Date:
11/14/18

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Drawing Number

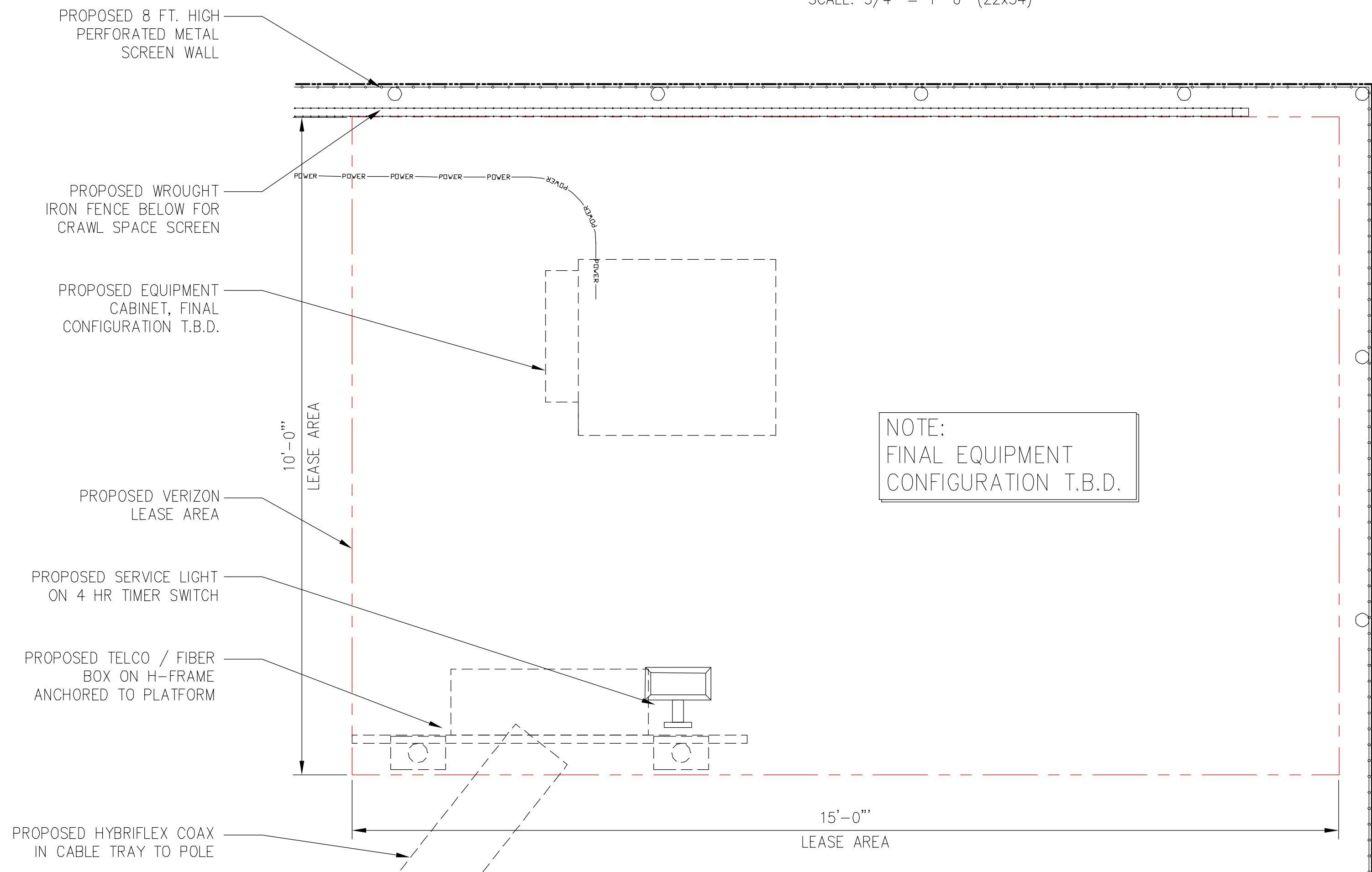
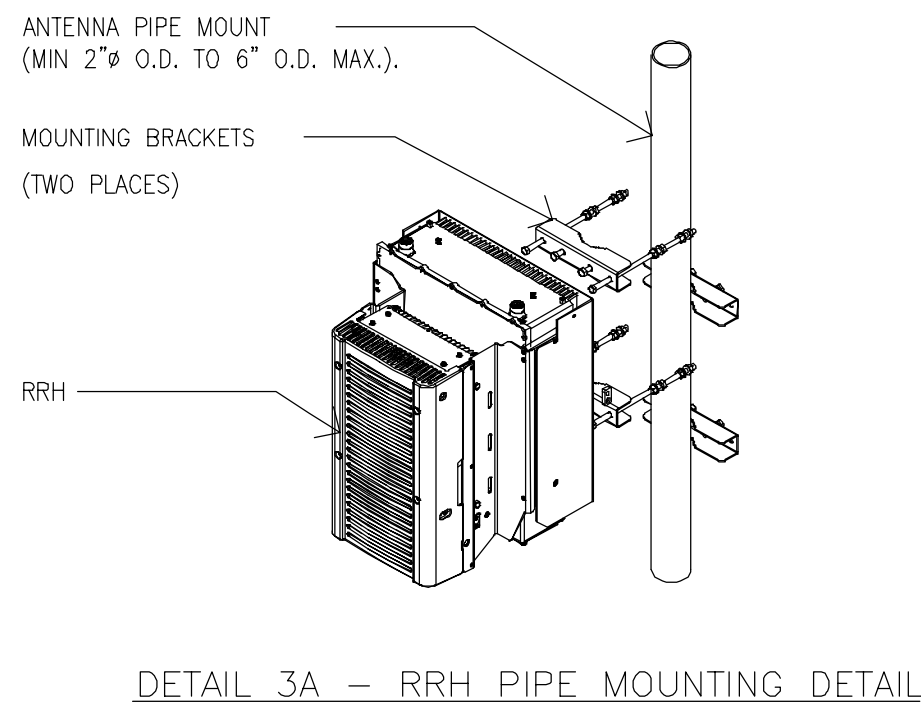
C6



ANTENNA NOTES:
1. INSTALL ANTENNA RFDS, SEE SHEET RF-1
VERIFY WITH RADIO FREQUENCY ENGINEERS
FINAL DECISION AT TIME OF CONSTRUCTION

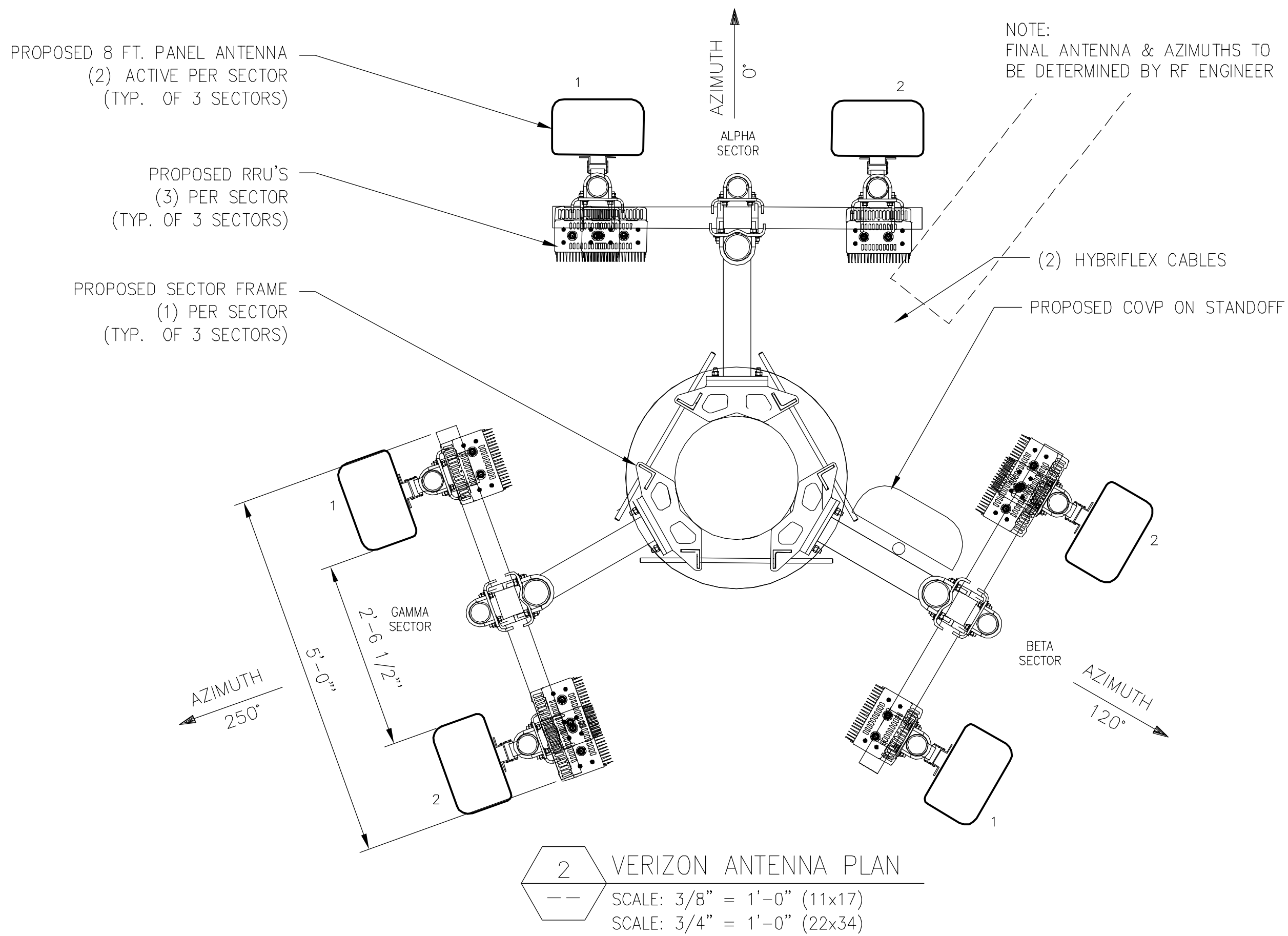
3

TYPICAL ANTENNA & RRH MOUNTING DETAIL
SCALE: N.T.S.



1

VERIZON LEASE AREA PLAN
SCALE: 3/8" = 1'-0" (11x17)
SCALE: 3/4" = 1'-0" (22x34)



2

VERIZON ANTENNA PLAN
SCALE: 3/8" = 1'-0" (11x17)
SCALE: 3/4" = 1'-0" (22x34)

Clear Blue Services
4914 S. 30TH ST.
PHOENIX, AZ 85040 602-428-8600

No.	Submital / Revision	App'd	Date
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Project Number
US-AZ-5063

Project Title
ELOY LOVES 265
5000 S. SUNLAND GIN RD.
ELOY, AZ 85222

Engineer Stamp

EXPIRES 9-30-2019
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PRELIMINARY UNLESS SIGNED

Drawing Title
DETAILS

Drawing Scale:
AS NOTED
Date:
11/14/18
ZD

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Drawing Number
C7



PREPARED 11/19/18 BY:



PROPOSED VIEW

US-AZ-5063
 ELOY LOVES 265
 5000 S. SUNLAND GIN RD.
 ELOY, AZ 8522

PREPARED FOR:



VIEW ORIENTATION MAP



1. Vertical Bridge / Verizon proposed Collocatable Monopole new site build Complies with Section 21-249 General Provisions- A, B, C, D, E, F, G, H, I, J, K, L: SET BACKS-The minimum setbacks for the zoning district shall apply to all **towers**, equipment shelters, and accessory buildings. The dimensions of the entire lot or parcel shall apply and not the dimensions of the leased area.
2. Verizon has a major problem with their coverage in this immediate area, and requires a telecom site within the radius of the Loves Truck Stop as that is the location which allows Verizon radio frequency to meet up with the other existing sites as seen in the attached Verizon radius map as part of the zoning submittal package. Verizon is affected as to their much-needed location of the proposed telecom site location where the site location is zoned for C-2.

All of the Verizon existing sites in the area are now in over use and causing this proposed site location to be vital to fill the actual hole in the Verizon radio frequency where Verizon is missing radio frequency which effects all persons who are trying to make phone call, or using their Verizon instruments in any way including E911.

The location of Loves Truck Stop is zoned C-2, and all the zoning in the immediate ½ mile Radius of the proposed site is zoned Commercial, which the city does allow for telecommunication facilities to be erected.

Verizon is a major wireless carrier and their license is federally mandated to provide Coverage to all persons using their wireless instruments. The expectancy of the federal government in providing this license is that each area Verizon is present that E911 is mandatory for all emergency services, which allows each individual's precise location in the case of an emergency services, which is sparse at best in this immediate area. Verizon / Vertical Bridge is requesting a CUP to allow Verizon an approval on the CUP Zoning use as the site zoning is really for a Verizon Telecommunication site to allow for the required missing radio frequency which means NO E911 for the people who expect and think they are safe.

3. There are no other towers in the 1-mile area, and due to the Verizon mature system build they really need this location to improve the services as there are many blocked calls due to the weak signal in the surrounding area, (see the Verizon existing site map as part of the submittal package). The existing right of way power poles, light standards and stop light pole have been thoroughly investigated by Verizon's Radio Frequency Engineers. It was found that there is a greater radio frequency requirement in this immediate area for a lot more radio frequency capability then a small cell antenna configuration will allow including, after a thorough investigation the existing power poles as they don't offer the height or the antennas configuration demanded by the lack of radio frequency required for this area to stop the block calls and even emergency cut offs.
4. The maximum width of the antennas off the pole will be 58", as part of the zoning submittal. Vertical Bridge / Verizon are requiring the depth of the antennas to be used are 13.4", 96.0" Tall, width is 15". Stand off from the pole is 24" then add 4" horizontal pipe then add vertical pipe another 3", then add 13.5" = 44.5" without the antenna bracket which adds



up to 10" more = 56.5" I. There is a required separation of antennas due to potential diversity which causes another 1.5" to the antenna configuration which now =58" Total. Please see attached site plans. As part of the zoning submittal there is a PDF of the Monopole antenna configuration showing with the 8 ft FASB antenna w/2 ft. standoff & COVP mounted on standoff arm, which requires the total antenna width, but intended to be visually minimized.

5. The use will not cause any adverse impact on adjacent property or properties in the area. As this is an un-manned facility and we only maintain the property around once a month, but in the case of an emergency it would be sooner. There will be no increase in Vehicular or pedestrian traffic in adjacent residential areas, emissions of any order, dust, gas, noise, vibration, smoke, heat or glare at a level exceeding ambient conditions; contribution in a measurable way to the deterioration of the area or contribution to the lowering of property values.
6. The request for zoning CUP approval is required to supply residents and those traveling through the area with the most advanced technology and reliability possible, along with the facility which will enhance call quality and data usage, which is not present at this time, which will be 5G. Verizon is realizing very poor coverage in the area of the proposed tower.

The proposed scope of work is detailed in full in the attached information as part of the Zoning Submittal Package including Zoning Drawings, and a brief summary including a Zoning Application, Vertical Bridge / Verizon Informational Booklet on this property, along with a Parcel Map, Aerial Map, Zoning Map, General Plan Map, Photo Simulations, required photos of the site (Photograph Context Plan), and Ownership Authorization.

Verizon and Vertical Bridge are requesting an approval on the Conditional Use Permit for the proposed site, and the Collocatable multi-carrier Monopole configuration and compound. The use of proposed telecommunication facility will be in compliance with all provisions of the Zoning Ordinance and the laws of the City of Eloy.

Gary Cassel
Site Acquisition Specialist
Clear Blue Services
T-Mobile / Vertical Bridge LLC Contractor
O: 602.762.8809
F: 905-581-0188
E: GaryCassel@clearblueservices.com



Clear Blue
Services

Site Acquisition*Architecture*Engineering*Construction

www.clearblueservices.com

4814 S 35th Street, Phoenix AZ 85040

10/9/18

NEIGHBORHOOD LETTER NOTIFICATION FOR CONDITIONAL USE PERMIT APPLICATION (CUP18-023)

Subject: Neighborhood Notification Letter for a Vertical Bridge (Verizon) proposed 140'(pole) collocatable multi-carrier Monopole, which will include up to (4) carrier on the one monopole, and a 50' x 50' walled in 8' high equipment compound which will hold all the equipment in the Northwest back area of the Loves Truck Stop of the parcel located at: 5000 Sunland Gin Rd., Eloy AZ 85131

Dear Neighbor:

This letter is to inform you that Vertical Bridge (Verizon) is applying for Condition Use Permit Application (CUP18-023) with the City of Eloy. The property is located at 5000 Sunland Gin Rd., Eloy AZ 85131

This is a Notification to the proposed wireless Telecommunication site to all Neighborhood parcels of the Love Truck Stop on the parcel APN: **511-70-015C (SITE LOCATION)**.

For further info, please contact me at:

Gary Cassel / 602-762-8809

Vertical Bridge (Verizon) / Clearblue Services

4814 S 35TH Street, Phoenix AZ 85040

Email: Gary Cassel@ Clearblueservices.com

The purpose of this neighborhood notification is to explain the project, listen to the concerns of the neighbors if there are any, and to respond to your concerns as appropriate.

The proposed Vertical Bridge (Verizon) site will be a 140'(pole) collocatable multi-carrier Monopole, which will include up to (4) carrier on the one monopole, and a 50' x 50' walled in 8' high equipment compound in the Northwest back area of the Loves Truck Stop parcel. The zoning of the proposed site parcel is C-2 (Commercial) and the proposed site is located at the Love Truck Stop in the Northwest corner which will be in the retention area. The proposed location is

surrounded by parcels owned by Loves Truck Stop and are all are C-2 zoned parcels other than the ROW to the North and (ROW) Arica Rd. to the South. This then means the zoning for this Telecommunication Wireless site meets the City of Eloy zoning ordinance standards which would allow for this Vertical Bridge (Verizon) site location.

I have included a site plan with this Notification letter for your review. Please provide any comments to my (CUP18-023) Application request. Please write, email, or call me at the contact information above.

Please note to the adjacent property owners and neighborhood that you may submit written comments to the Planning & Development Department, Sr. Planner prior to the public hearing and/or speak at the public hearing when it is held.

Gary Cassel

Site Acquisition Specialist

Clear Blue Services

O: 602.762.8809

F: 905-581-0188

E: GaryCassel@clearblueservices.com



Clear Blue
Services

Site Acquisition*Architecture*Engineering*Construction

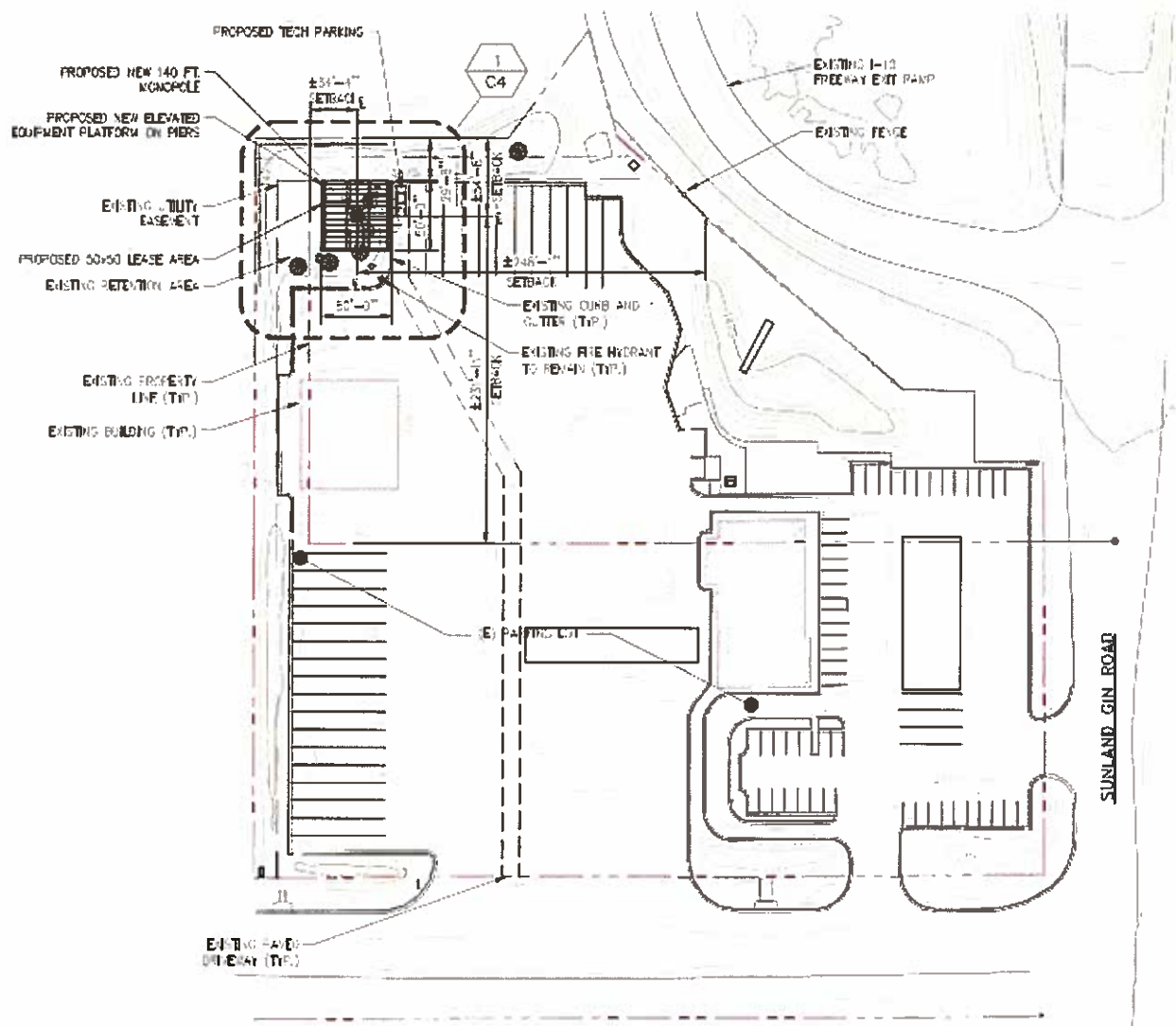
www.clearblueservices.com

4814 S. 35th St.

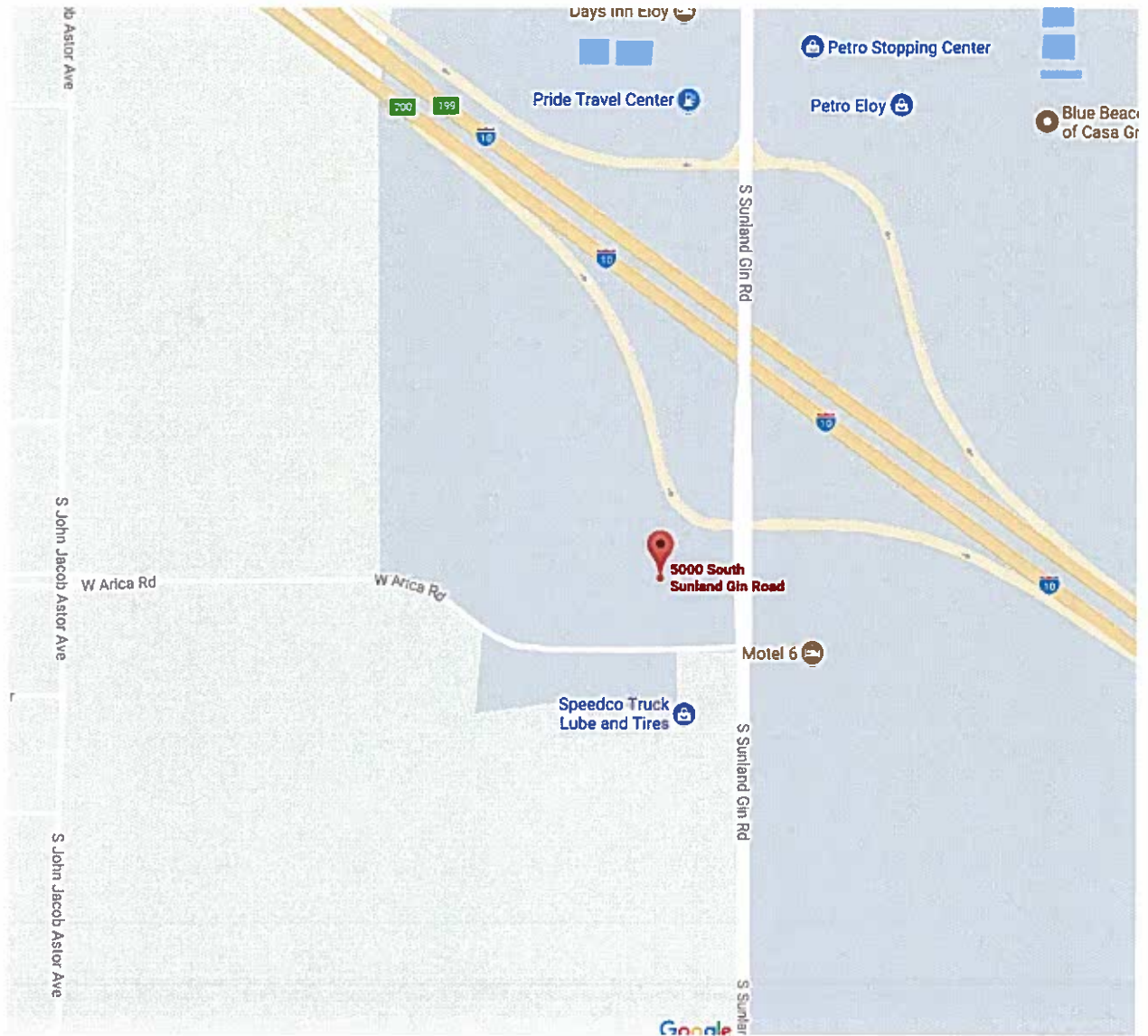
Phoenix, Arizona 85040

PROPOSED SITE AND ITS LOCATION ON THE RETENTION AREA ON THE PARCEL.

511-70-015C (SITE LOCATION)



Street Map



Parcel Search*

[Start a New Search](#)

	Search Results (1 Entries)	open
	Parcel Details (511-70-015C)	open

Previous year valuations are subject to change as prescribed in the Arizona Revised Statutes. All changes in value not be reflected in this data. For updated/correct figures, please refer to the Treasurer's Office website.


[Comparable Properties](#)
[Link to This Parcel](#)
[Print View](#)

Parcel Number 511-70-015C shows the following information for Tax Year: 2019 [Tax Year Chart](#)

Parcel Number:	511-70-015C (View Tax Info)	Primary Owner:	MUSKET CORP
Section:	13	Township:	07S
Range:	06E	Name 2:	C/O RYAN LLC
Map:	Interactive Map Parcel Map (PDF)	In C/O:	
Property Description: (What is this?)		Tax Bill Mailing Address	
COMM AT SE COR OF SEC 13-7S-6E TH N-55.93' TH W-100.01' TH N-50.01' TH W-49.99' TH N-48 DEG 40' W-271.76' TH N-16 DEG 10' W-77.92' TH S-36 DEG 08' W-92.88' TH W-141.50' TH S-287.87' TH E-571.70' TO POB TOGETHER WITH THOSE EASEMENTS AS DESC IN DKTS 1684/285 & 289 2.68 AC + OR -		Address:	15 W 6TH ST STE 2400
		City:	TULSA
		State:	OK
		Zip Code:	74119

Date of Sale:	6/26/1990	Property Address (Location):			
Sale Amount:	\$368,784.00				
Document(s):		Subdivision:			
Not Available Prior to 1996		Unit:	Block:	Lot:	Phase:
		Cabinet:	Slide:		
	Yes	No			
Widow		X			
Widower		X			
Disabled		X			
Senior Freeze		X			

Imp:	0.00	Item:	
Const year:	0	Grnd Flr Perim:	0
Stories:		Total Sq. Ft.:	0

Parcel Size:	2.68
Size Indicator:	Acres
Tax Area Code:	0421 (Rates current as of 2013)
Use Code:	2640
Land Legal Class:	0112L - Commercial / Real and Improvements
Impr. Legal Class:	
Full Cash Value (FCV):	\$116,740.00  COMPARABLE PROPERTIES
Limited Value (LPV):	\$116,740.00
Real Property Ratio:	
Assessed FCV:	\$19,263.00
Assessed LPV:	\$19,263.00

Attached Personal Property:	No Personal Property Listed
------------------------------------	-----------------------------

Assessor Use Codes**[Close]**

Details for Use Code 2640

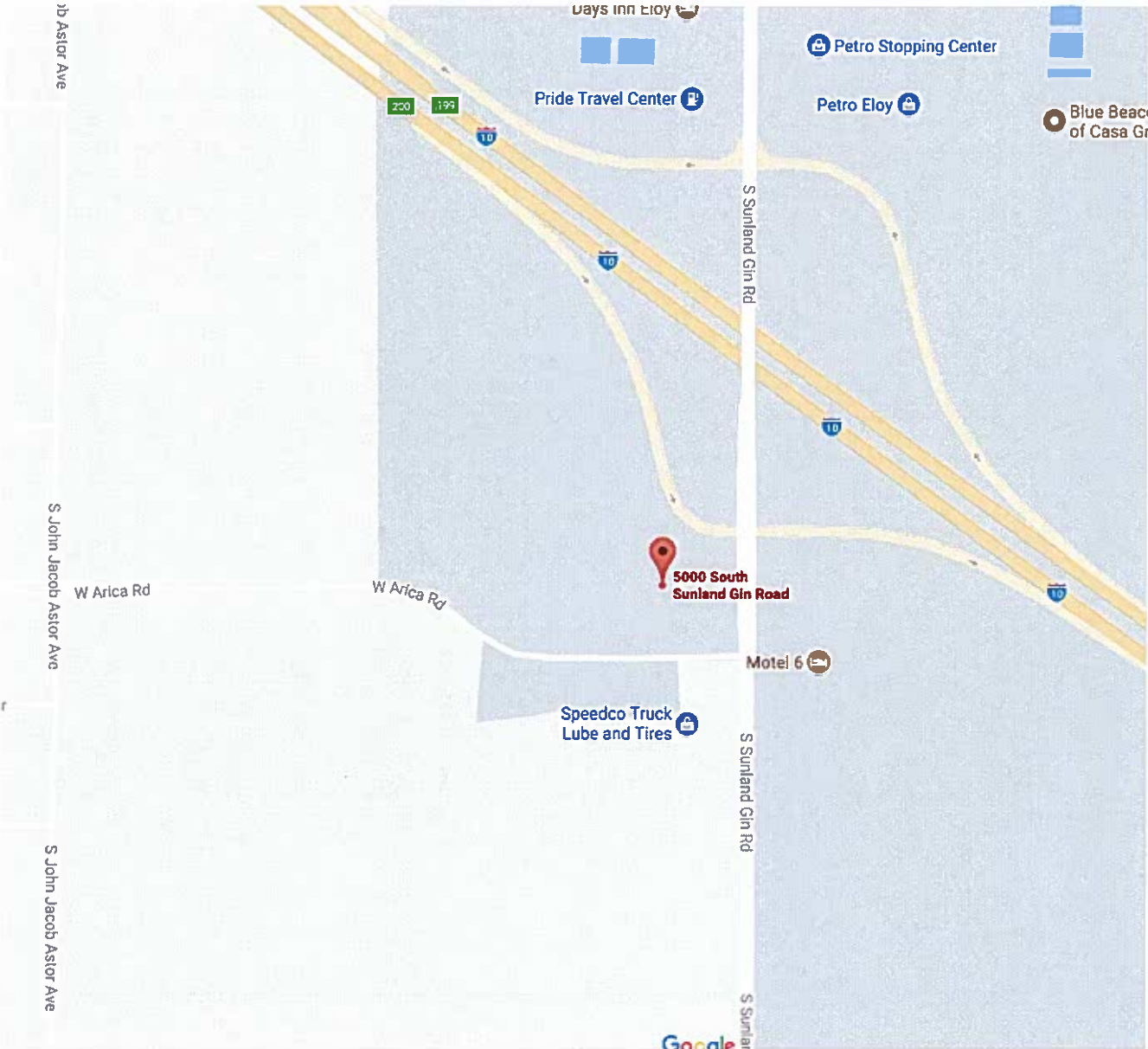
Primary Use:	Commercial
Category:	Parking Lot, Associated With Office Building or Shopping Center
Sub-Category:	Default

*The data presented on this website is deemed reliable but not guaranteed. This information should be used for informational use only and does not constitute a legal document for the description of these properties. The Pinal County Assessor's Office disclaims any responsibility or liability for any direct or indirect damages resulting from the use of this data.

Network Real Estate – Southwest Territory

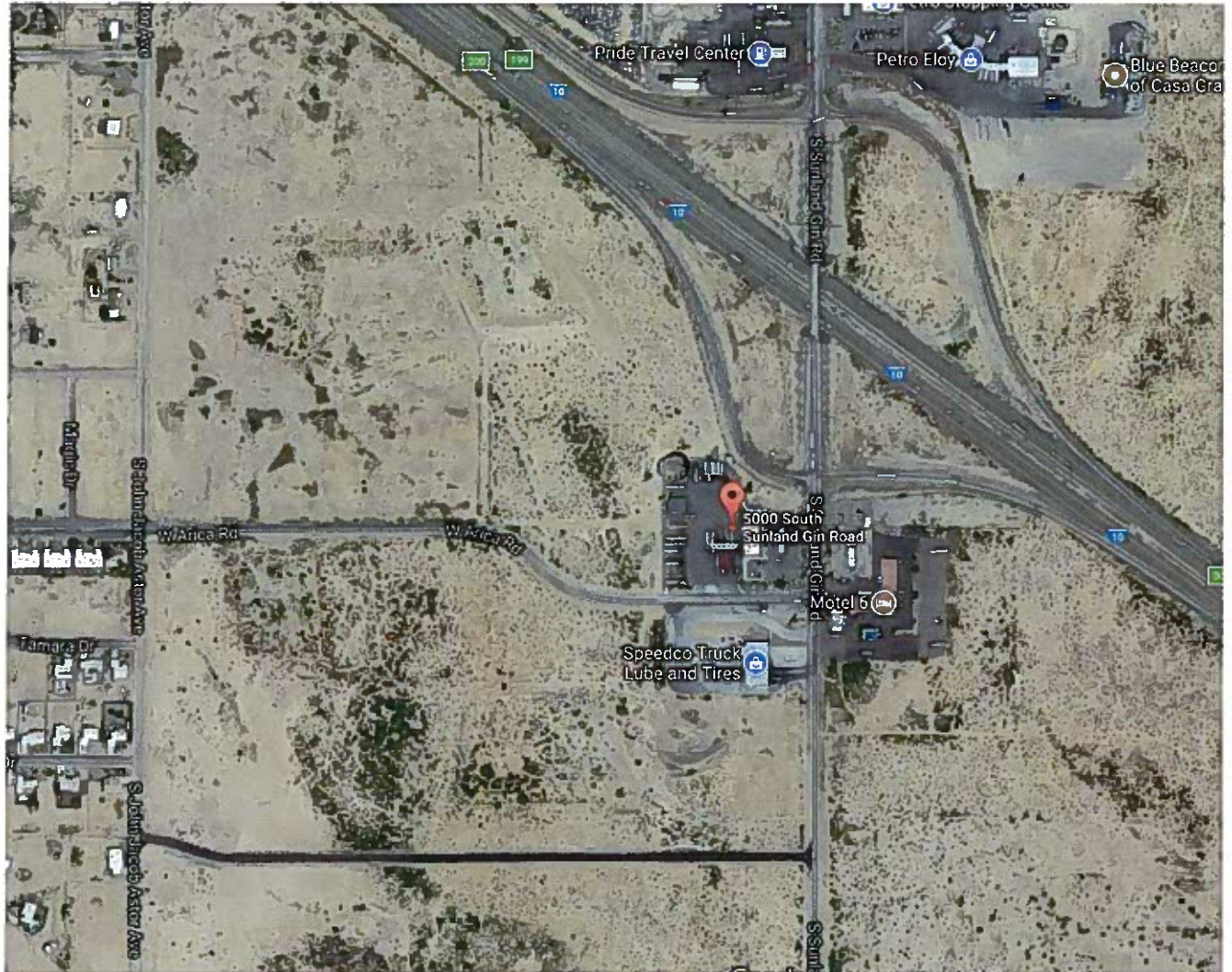
QUICK SCIP			
(Site Candidate Information Package)			
VZW MKT & PROJECT NAME:	AZ5 Arica (Loves Truck Stop)		
SUBMITTED TO:	Morris Mickelson (Vertical Bridge Land Co) / Verizon	VZW PROJECT #:	AZ5
SUBMITTED BY:	Gary Cassel (Clearblue Services LLC) 602-762-8809	DATE SUBMITTED:	10.8.18
SEARCH AREA COMMENTS			
Existing Structures: Bullet all feasible buildings, towers, utilities, etc...	<ul style="list-style-type: none"> No existing structural feasible to obtain requested RAD 		
Topographic Summary:	Truck Stop		
Development Restrictions / Issues:	None known at this time.		
CANDIDATE FEASIBILITY SUMMARY			
(3 minimum, in order of proposed Real Estate rank)			
Candidate A:	Loves Truck Stop (Water Retention Basin)		
Candidate B:	xxxxx		
Candidate C:	xxxxx		
Candidate D:	xxxxx		
Candidate E:	xxxxx		
ATTACHMENTS CHECKLIST			
	Required Attachments	Site Acq Comments	
<input checked="" type="checkbox"/>	STREET MAP	Immediately off intersection	
<input checked="" type="checkbox"/>	AERIAL PHOTOS	From Google Earth	
<input checked="" type="checkbox"/>	USGS TOPO MAP	From Pinal County	
<input checked="" type="checkbox"/>	FEMA FLOOD PLAIN MAP	From FEMA Flood Map Service	
<input checked="" type="checkbox"/>	CANDIDATE PHOTOS	Attached.	
<input type="checkbox"/>	EDR REPORT		

QUICK SCIP – SEARCH AREA OVERVIEW
STREET MAP ATTACHMENT



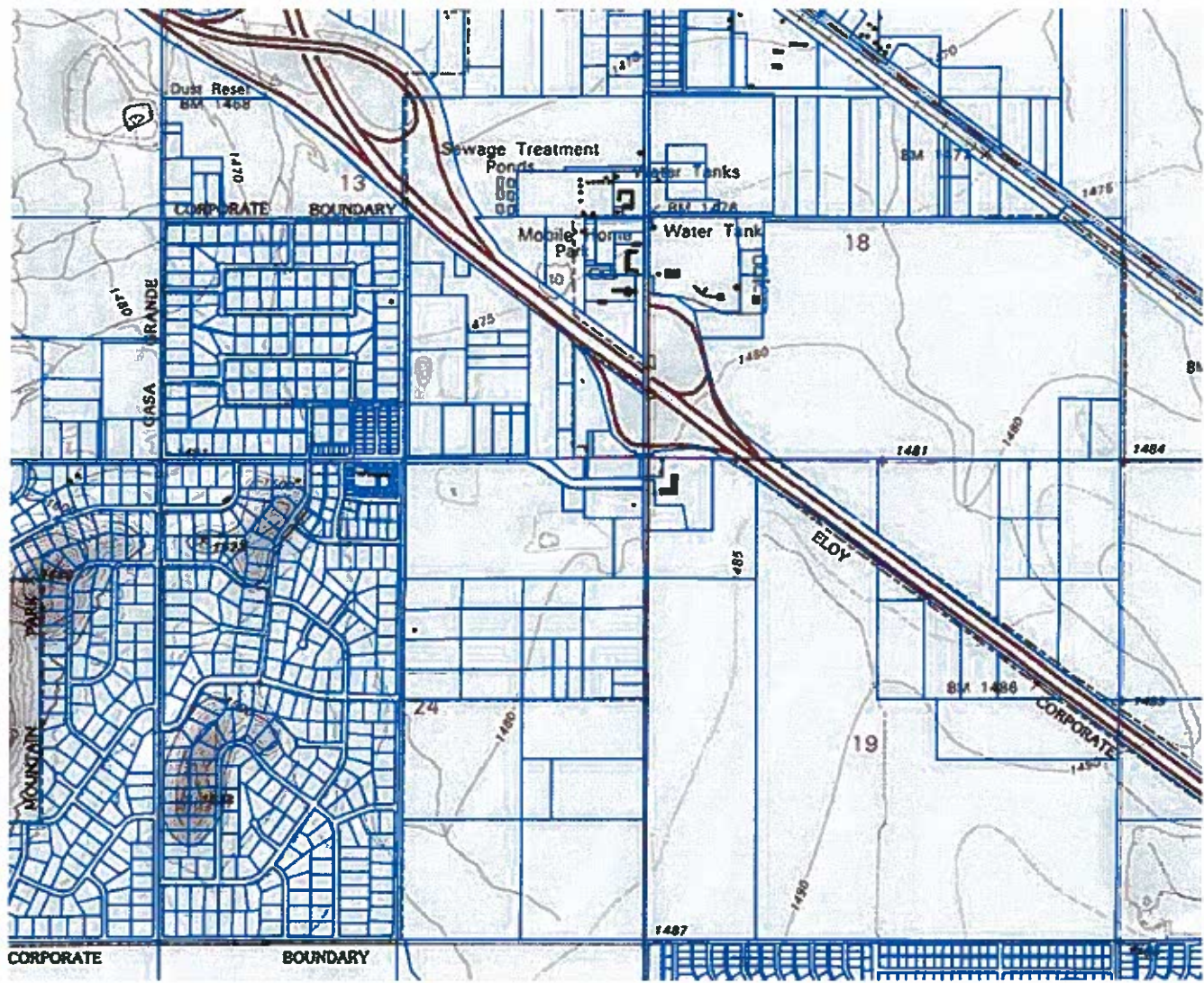
QUICK SCIP – SEARCH AREA OVERVIEW

AERIAL PHOTO ATTACHMENT



QUICK SCIP – SEARCH AREA OVERVIEW

TOPO MAP ATTACHMENT



QUICK SCIP – Candidate A

Candidate Name:	Loves Truck Stop	Submitted by:	Gary Cassel- C/o (Clearblue Services) & Vertical Bridge Land co. / (Verizon) 602-762-8809
Owner / Lessor Data			
Owner / Lessor Name:	Love's Travel Stops & Country Stores, Inc. an Oklahoma corporation, formally known a Musket Corp c/o Ryan LLC & Loves Country Stores, INC.		
Contact Name & Title:	Tony Carlisi		
Phone:	520.423.2015	Fax:	n/a
		Email:	Store265@loves.com
Candidate Overview			
Site Type:	<input checked="" type="checkbox"/> raw land <input type="checkbox"/> rooftop <input type="checkbox"/> tower colo <input type="checkbox"/> water tower <input type="checkbox"/> utility tower <input type="checkbox"/> other (describe):		
Site Address:	5000 S Sunland Gin Rd	City, State, Zip:	Eloy, AZ 85131
County:	Pinal	Township: PARCEL APN#S	511-70-015C (SITE LOCATION) 51137010E / 511-70-015B/ 51137010C= (ACCESS & UTILITIES)
Nearest cross streets:	Sunland Gin Rd. & Arica		
Site access from:	<input checked="" type="checkbox"/> state hwy <input type="checkbox"/> county hwy <input checked="" type="checkbox"/> municipal street <input type="checkbox"/> private drive <input type="checkbox"/> other (describe):		
Proposed Lease Area:	50 x 50	Ground Elevation:	1476'
Proposed / Existing Overall Structure Ht:	140'	Available Antenna Mounting CL:	135' to center line
Coordinates (min-degrees-seconds):	Latitude:	32.807356	Longitude: -111.672800
Describe any known / suspected airspace safety or NEPA land use issues:	None known at this time.		
Distance to nearest residential structure	2350' West		
Neighboring land uses:	Residential West, Industrial N, S, E		
Telco/ Fiber Provider: avail/TBD		Electric Provider:	SRP is Power provider.
Candidate Feasibility			
Leasing Feasibility – Proposed Rent:	Monthly:	TBD	Annual Equiv: TBD
Construction Feasibility:	<i>This chosen location sites in a water retention basin that is approximately 100' x 100' (92'). The basin is about 5' from ground level at the center point. It already has (1) dry well. We would look to add additional dry wells, sufficient for the volume that we would remove. And span the width and add a grated platform.</i>		
Zoning Feasibility:	City of Eloy: Belinda 520 466 2578. C2 Comm Commercial. Conditional use permit. Thru P&D, then to council. Will take about 3 months. Application reviewed then on to Public Hearing. List of addresses to 300' Fee for CUP \$750 + \$30 per acre, LOA=\$780 <u>Please do not insert Zoning Ordinance</u>		
SAQ Summary:	Site in Industrial area, in retention basin; City of Eloy Requires CUP APPLICATION: BY GARY CASSEL C/o Vertical Bridge: Phone; 602-7628809 Email: garycassel@clearblueservices.com		

QUICK SCIP –Candidate A



Cell Towers in Eloy

November 2018

Legend

Cell Tower

- Built
- Proposed
- Potential Location
- City Limits

N



Water Tower



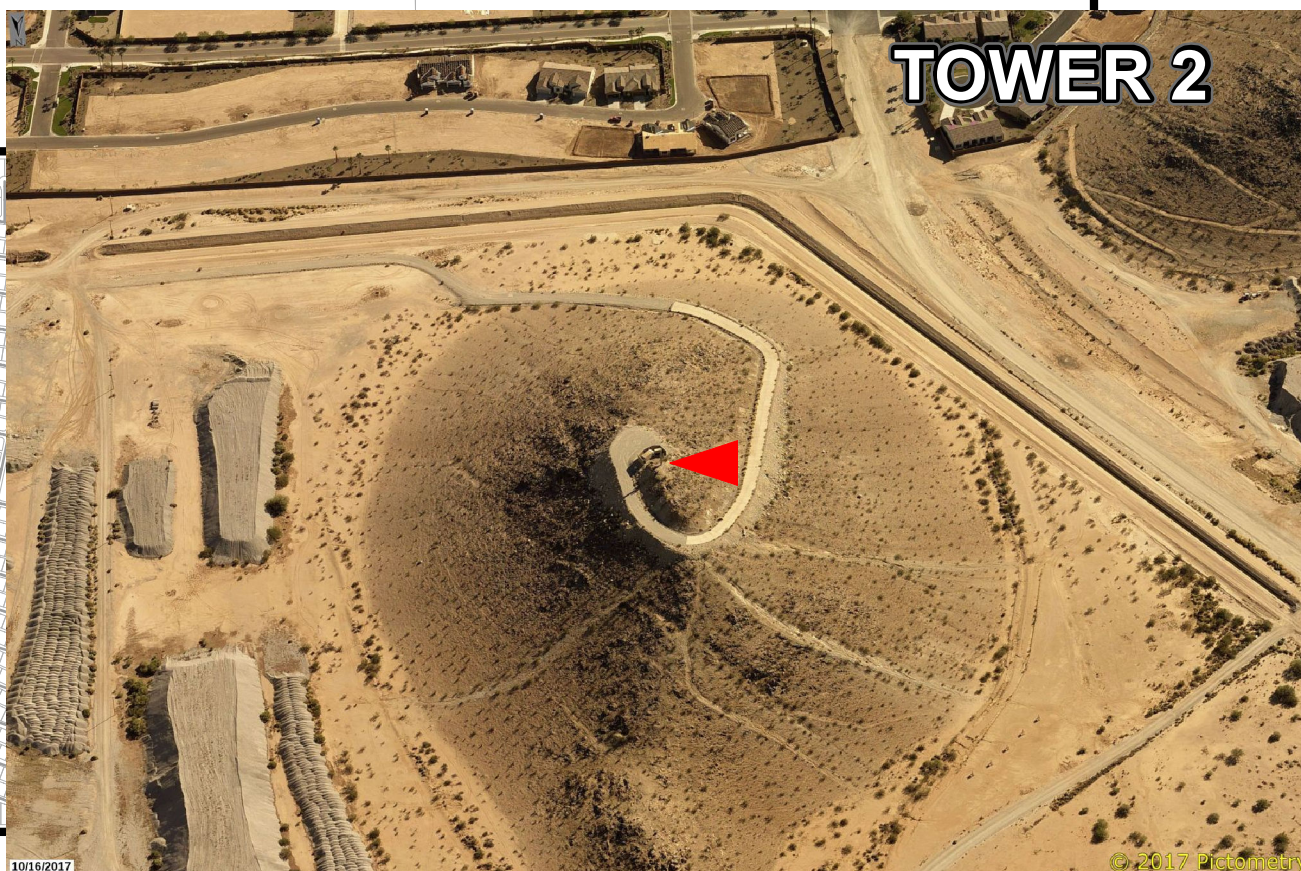
PD Radio Tower



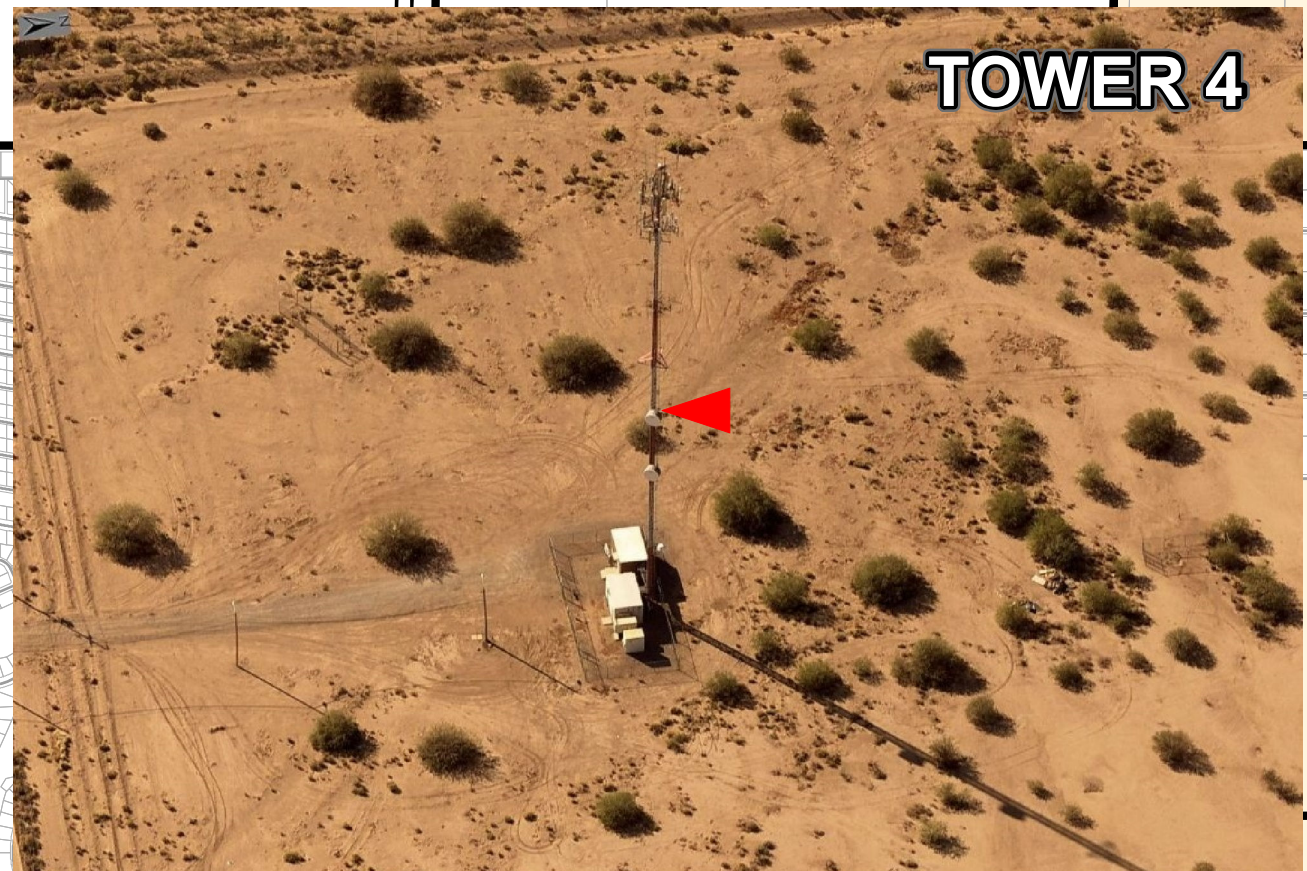
TOWER 1



TOWER 3

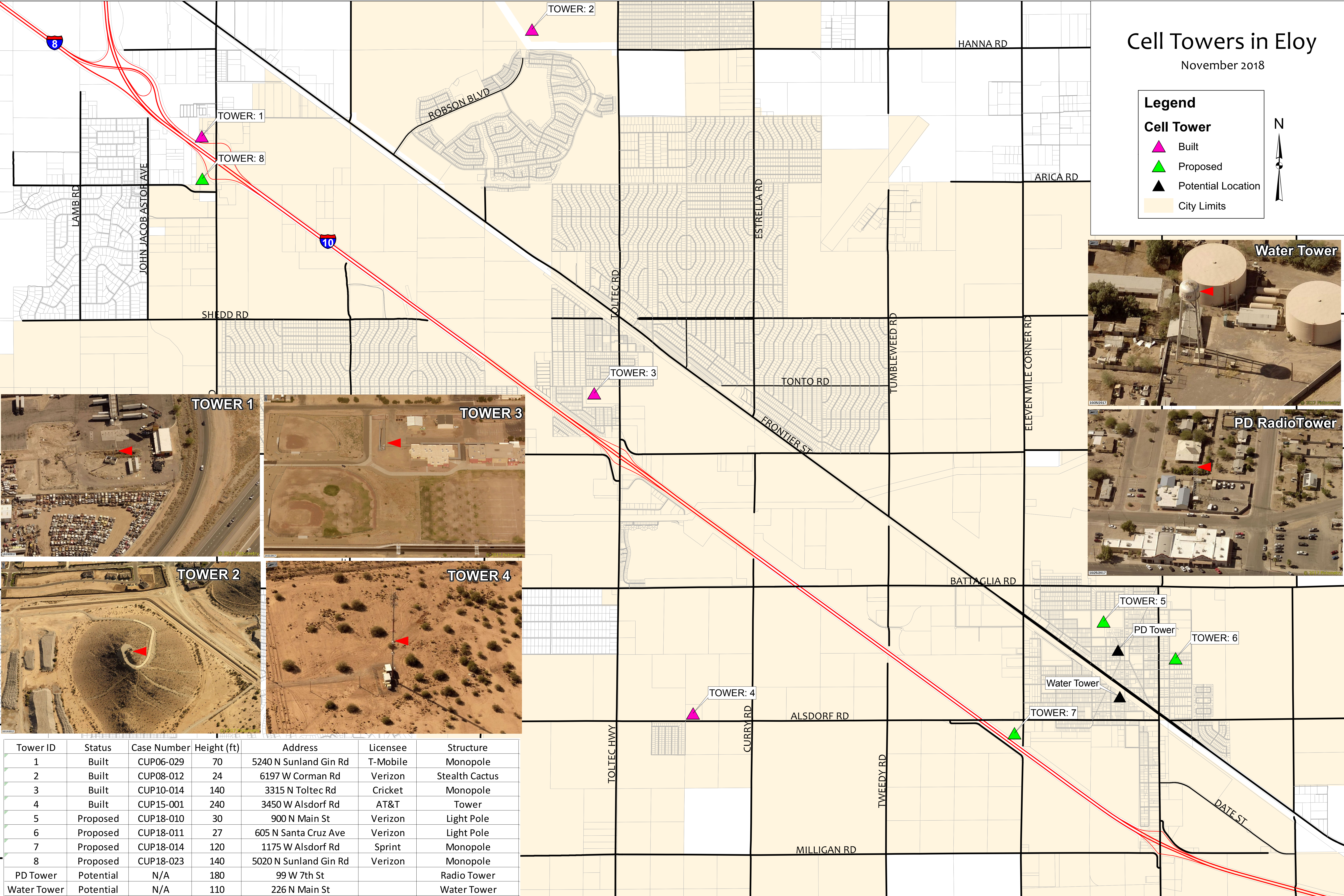


TOWER 2



TOWER 4

Tower ID	Status	Case Number	Height (ft)	Address	Licensee	Structure
1	Built	CUP06-029	70	5240 N Sunland Gin Rd	T-Mobile	Monopole
2	Built	CUP08-012	24	6197 W Corman Rd	Verizon	Stealth Cactus
3	Built	CUP10-014	140	3315 N Toltec Rd	Cricket	Monopole
4	Built	CUP15-001	240	3450 W Alsdorf Rd	AT&T	Tower
5	Proposed	CUP18-010	30	900 N Main St	Verizon	Light Pole
6	Proposed	CUP18-011	27	605 N Santa Cruz Ave	Verizon	Light Pole
7	Proposed	CUP18-014	120	1175 W Alsdorf Rd	Sprint	Monopole
8	Proposed	CUP18-023	140	5020 N Sunland Gin Rd	Verizon	Monopole
PD Tower	Potential	N/A	180	99 W 7th St		Radio Tower
Water Tower	Potential	N/A	110	226 N Main St		Water Tower



CITY OF ELOY

REQUEST FOR COUNCIL ACTION

Agenda Item: **VIII.C.**

Date: **01/14/2019**

Date submitted:
12/14/2018

Action: Formal

Subject: Request to enter into an
Memorandum of Understanding with
Pinal County Sheriff's Office for the
purpose of processing Eloy Police
Department's 9-1-1 telephone bills.

Date requested:
01/14/2019

TO: Mayor and City Council

FROM: Christopher Vasquez, Police Chief

RECOMMENDATION:

Council authorize the City to enter into a Memorandum of Understanding (MOU) with the Pinal County Sheriff's Office for the purpose of allowing the Pinal County Sheriff's Office to continue to process and fund the Police Department's 9-1-1 telephone bills.

DISCUSSION:

The purpose of the Memorandum of Understanding will allow the Pinal County Sheriff's Office (PCSO) to continue to process the Police Department's 9-1-1 telephone bills. Effective July 1, 2019, the method of how the State of Arizona will pay 9-1-1 telephone charges is changing.

Presently the Police Department's 9-1-1 telephone bills go to the Pinal County Sheriff's 9-1-1 Office. The bill is reviewed by PCSO and then they authorize the State of Arizona to pay the bill.

Effective July 1, 2019, PCSO will continue to receive all 9-1-1 bills . The Sheriff's Office will notify the State of Arizona the bill amount. The State of Arizona will then transfer the funds to the Sheriff's Office who will pay the bill electronically.

The signed MOU allows the Pinal County Sheriff's Office to continue to process the Police Department's 9-1-1 telephone bills after July 1, 2019.

FISCAL IMPACT:

There is no direct fiscal impact to the City of Eloy.

Approved as to Form:

A handwritten signature in blue ink, appearing to read "Stephen R. Cooper". The signature is fluid and cursive, with a horizontal line extending from the end of the name.

Stephen R. Cooper, City Attorney

MEMORANDUM OF UNDERSTANDING
between
PINAL COUNTY
and

for
9-1-1 BILL PAYMENT PROCEDURE

This Memorandum of Understanding ("MOU") dated this 3rd day of December,
Day Month
2018, is made by and between Pinal County, a political subdivision of the State of Arizona, by and through
the Pinal County Sheriff's Office ("PCSO") and City of Eloy,
Name of governmental entity (I.E. "Town of ****")
a Municipal, by and
Type of local governmental entity (municipal corporation, sovereign tribal community, etc.)
through the Eloy Police Department ("Local Agency") for administering the
Name of local governmental entity's law enforcement/public safety agency
9-1-1 System Services billing and payment process. PCSO and Local Agency are sometimes referred to
herein individually as a "Party" and collectively as the "Parties".

WHEREAS, the Arizona State 9-1-1 System Services billing and payment process will be changed, effective July 1, 2019, in a manner necessitating Counties to perform certain 9-1-1 System communication/telephone bill-payment administrative functions for local entities that were previously performed by entities other than Counties; and

WHEREAS, PCSO has been designated as the administrator to perform the aforementioned 9-1-1 System communication/telephone bill-payment administrative functions for local entities; and

WHEREAS, the Eloy Police Department is a local agency for which, according to the aforementioned procedural changes, PCSO will perform certain local 9-1-1 System administrative functions more fully described hereinafter; and

WHEREAS, the Parties have reached an agreement on the relationship and responsibilities of the Parties as necessary to effectuate the new bill-payment process and ensure smooth operations; and

WHEREAS, the Parties are authorized to perform the functions and activities provided in this MOU.

NOW, THEREFORE, the Parties hereto, in consideration of the covenants hereinafter set forth, agree as follows:

1. **PURPOSE.** The purpose of this MOU is for PCSO to provide certain administrative support services to Local Agency pursuant to the 9-1-1 telephone bill payment practices, policies, procedures and/or guidelines provided by the Arizona State 9-1-1 Office.

2. MUTUAL OBLIGATIONS

- A. **Local Agency** agrees to:
 - i. At PCSO's request, promptly provide any and all other bill-related documents and information to PCSO.
- B. **PCSO** agrees to:
 - i. Review each 9-1-1 telephone bill provided by Century Link for each Local Agency.
 - ii. Provide the Arizona State 9-1-1 Office with the necessary bill information;
 - iii. Receive the bill-payment funds from the State Office and pay the respective 9-1-1 telephone bill; and
 - iv. At Local Agency's request, timely provide bill-payment documentation to Local Agency.
- C. At PCSO's direction, the Parties agree to make any procedural adjustments appropriate and necessary to effectuate the procedures and guidelines provided by the Arizona State 9-1-1 Office. Any substantive changes will be commemorated in a written amendment signed by both parties and attached to this MOU.
- D. Local Agency acknowledges and agrees that PCSO makes no warranties or guarantees regarding the availability of the aforementioned state funds or of the timing and adequacy of state-fund disbursements.
- E. The Parties agree to make, sign and deliver all documents and to perform all acts that are necessary to fully carry out the terms of this MOU.
- F. PCSO and Local Agency shall maintain open communications to ensure the agreed upon procedure is maintained throughout the term of this MOU. Parties shall maintain open communication regarding scheduling and service needs.

- 3. **EFFECTIVE DATE AND DURATION.** This MOU shall become effective on the 14th day of December, 2018 and shall remain in effect for five (5) years, unless either Party provides sixty (60) days advance written notice of termination to the other Party as set forth in Section 4 below. Either Party to this MOU may request a renewal of this MOU, for additional five (5) year terms by the execution of a mutually agreed upon and signed Amendment to this MOU.
- 4. **TERMINATION.** To the extent permitted by law, either party may cancel this MOU at any time, with or without cause, upon sixty (60) days prior written notice to the other party. In the event of termination or cancellation of this MOU, the Parties agree to cooperate to avoid any interruption of 9-1-1 services to the maximum extent possible.
- 5. **SUPERVISION.** PCSO shall have sole supervisory authority over PCSO personnel. Local Agency shall have sole supervisory authority over Local Agency personnel.
- 6. **INDEMNIFICATION AND JOINT DEFENSE.** To the maximum extent permitted by law, each Party (as "**Indemnitor**") agrees to indemnify, defend and hold harmless the other Party, its officers, officials, agents, employees, or volunteers from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "**Claims**") arising out of actions taken in performance of this MOU to the extent that such Claims are caused by the acts, omissions, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If a Claim or Claims by third parties becomes subject to this section,

the governmental parties to this MOU that are the subject of the Claim or Claims shall expeditiously meet to agree upon a common and mutual defense pursuant to the subsection below, including proportionate liability and proportionate payment of litigation fees, expenses and damages.

The Parties, when involved in a Claim or Claims brought by a third-party, have a common interest in a coordinated defense in any lawsuit. In the absence of a conflict, the Parties agree to have one lawyer jointly represent the defendants in the lawsuit. The Parties agree to abide by the Memorandum of Understanding Regarding Joint Defense ("MOU") between the Arizona Counties Insurance Pool ("ACIP") and the Arizona Municipal Risk Retention Pool ("AMRRP"). Each Party acknowledges that it has received a copy of the MOU from either ACIP or AMRRP.

The obligations under this section shall survive the termination of this MOU.

7. GENERAL

- A. Notice. Any notice, consent or other communication ("Notice") required or permitted under this MOU shall be in writing and either delivered in person, sent by facsimile transmission, deposited in the United States mail, return receipt requested, or deposited with any commercial air courier or express service addressed as follows:

If to Local Agency:

911 Administrator

Name

Eloy Police Department

Title

630 N. Main St.

Street / Box

Eloy, AZ 85131

City, State, ZIP

If to PCSO:

911 Administrator

Pinal County Sheriff's Office

P.O. Box 867

Florence, Arizona 85132

Notice shall be deemed received at the time it is personally served, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, five (5) days after the notice is deposited in the United States mail as above provided. Any time period stated in a notice shall be computed from the time the notice is deemed received. Either party may change any portion of its notice information provided above by notifying the other party of the change in writing as provided in this Section.

Notices sent by facsimile transmission shall also be deposited in the United States mail to the recipient at the above address on the same day the facsimile transmission is sent. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission.

- B. Amendment. This MOU may be amended only by a written document executed by a duly authorized representatives of both Parties.
- C. Third Parties. This MOU is entered into for the sole and exclusive benefit of the Parties, and no other person shall claim any implied right, benefit or interest in this MOU. The Parties do

not intend to create rights in or remedies to any third party as a beneficiary of this MOU or of any duty, obligation, or undertaking established under this MOU.

- D. Compliance with Applicable Laws. Each Party shall comply with all applicable laws, statutes, ordinances, executive orders, rules, regulations, standards, and codes of federal and state governments whether or not specifically referred to in this MOU.
- E. Conflict of Interest. The Parties understand and acknowledge the provisions of A.R.S. § 38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this MOU.
- F. Dispute Resolution. If a complaint, dispute or controversy arises out of or relates to this MOU, and if the dispute cannot be settled through negotiation within sixty (60) days, the Parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation. The Parties shall mutually agree upon a mediator. Each party agrees to bear its own costs of mediation, and to split the mediator fee. If mediation fails, any claim or action arising out of this MOU shall be brought in the Pinal County Superior Court in Florence, Arizona.
- G. Waiver. The waiver by any Party of any breach of any term, covenant or condition of this MOU shall not be deemed a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition of this MOU.
- H. Uncontrollable Events. No Party shall be considered to be in default in the performance of any obligations under this MOU (other than obligations of a Party to pay costs and expenses) if failure of performance is due to an uncontrollable event. The term "uncontrollable event" means any cause beyond the control of the Party affected, including but not limited to flood, earthquake, storm, fire, epidemic, war, riot, civil disturbance or disobedience, labor dispute, and action or non-action by or failure to obtain the necessary authorizations or approvals from any governmental agency or authority or the electorate, labor or material shortage, sabotage and restraint by court order or public authority, that by exercise of due diligence and foresight the Party reasonably could not have been expected to avoid and that by exercise of due diligence it will be unable to overcome. A Party that is rendered unable to fulfill any obligation by reason of an uncontrollable event shall exercise due diligence to remove such inability with all reasonable dispatch.
- I. Assignment. The Town may not assign its rights or obligations under this MOU without the prior written consent of the County, which consent may be granted or denied at the County's sole and absolute discretion.
- J. Entire MOU. This MOU represents the entire MOU between the Parties and supersedes all prior negotiations, representations or MOUs, either expressed or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this MOU shall be valid unless made in writing and signed by the Parties.
- K. Governing Law. This MOU shall be governed by and construed in accordance with the laws of the State of Arizona applicable to contracts executed and intended to be performed entirely within the State of Arizona by residents of the State of Arizona. Any action at law, suit in equity or judicial proceeding for the enforcement of this MOU or any provision thereof shall be instituted only in the courts of Pinal County, Arizona.
- L. Severability. If any part, term or provision of this MOU shall be held illegal, unenforceable or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.
- M. Headings. Section headings are inserted in this MOU solely for convenience and the section headings shall not by themselves alter, modify, limit, expand or otherwise affect the meaning of any provision of this MOU.

- N. Counterparts. This MOU may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- O. Other Duties Imposed by Law. Nothing in this MOU shall be construed as relieving the involved public agencies of any obligation or responsibility imposed on it by law.
- P. Compliance with Civil Rights. The Parties agree to comply with A.R.S. Title 41, Chapter 9 (Civil Rights), Arizona Executive Orders 75-5 and 99-4 and any other federal or state laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act.
- Q. Recitals Incorporated. The Parties acknowledge that the Recitals to this MOU are true, accurate and correct, and are hereby incorporated into and made a part of the operative provisions of this MOU as if fully set forth therein without difference or distinction.
- R. Joint Venture. It is not intended by this MOU to, and nothing contained in this MOU shall, be construed to, create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between the Parties' employees. Neither Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other Party, including, but without limitation, the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees.
- Each Party shall act in its individual capacity and not as an agent, employee, partner, joint-venturer, associate, or any other representative capacity of the other party. Each Party shall be solely and entirely responsible for its acts or acts of its agents and employees during the performance of this MOU. This MOU shall not be construed to imply authority to perform any tasks, or accept any responsibility, not expressly set forth herein. This MOU shall be strictly construed against the creation of a duty or responsibility unless the intention to do so is clearly and unambiguously set forth herein. Nothing contained in this MOU confers any right to any person or entity not a party to this MOU
- S. Supervision. No employee, agent, or servant of a Party shall be deemed to be an employee, agent or servant of the other Party. Each Party will be solely and entirely responsible for its acts and the acts of its employees, agents, servants, subcontractors, and volunteers during the performance of this MOU. Each Party will have total responsibility for all salaries, wages, bonuses, retirement withholdings, worker's compensation, occupational disease compensation, unemployment compensation, other employment compensation, other employee benefits, and all employer's taxes and premiums concerning the persons who are supplied by that Party in the performance of this MOU, and each Party agrees to hold the other Party harmless from any liability thereof.
- T. E-Verify Laws. To the extent applicable under A.R.S. §§ 41-4401 and 23-214, the Parties represent and warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements of A.R.S. § 23-214(A). Breach of the above-mentioned warranty shall be deemed a material breach of the MOU and may result in the termination of the other Party. The County retains the legal right to randomly inspect the papers and records of any Town employee who works under this MOU to ensure compliance with the above-mentioned laws.
- U. Workers Compensation. Each Party shall comply with the notice of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, each Party shall be considered the primary employer of all personnel currently or hereafter employed by that Party, irrespective of the operations of protocol in place, and said Party shall have the sole responsibility for the payment of Worker's Compensation benefits or other fringe benefits of said employees.

V. Arbitration. To the extent required by A.R.S. §§ 12-1518(B) and 12-133, the Parties agree to resolve any dispute arising out of this MOU by arbitration.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the day and year set forth below.

Name of Party

Pinal County

By: _____
Signature

By: _____
Mark Lamb
Pinal County Sheriff

Printed Name

Date: _____

Title

Date: _____

Approved as to form:

Approved as to form:

Signature

Deputy County Attorney

Printed Name

Date: _____

Printed Name

Date: _____

CITY OF ELOY

REQUEST FOR COUNCIL ACTION

Agenda Item: **VIII.D.**

Date: **01/14/2019**

Date submitted:
12/18/2018

Action: Formal

Subject: Approval to accept and expend the 2019 Arizona Automobile Theft Authority Public Awareness grant as specified by the Arizona Automobile Theft Authority grant award.

Date requested:
01/14/2019

TO: Mayor and City Council

FROM: Christopher Vasquez, Police Chief

RECOMMENDATION:

Council authorize the acceptance of the 2019 Arizona Automobile Theft Authority Public Awareness Grant award in the amount of \$2,096.67 to purchase equipment related to public awareness activities and vehicle theft prevention events.

DISCUSSION:

The Eloy Police Department applied for and was awarded the 2019 Arizona Automobile Theft Authority Public Awareness Grant for the performance period of July 1, 2018 to June 30, 2019 in the amount of \$2,096.67 for expenditures related to public awareness activities and vehicle theft prevention events.

These funds will allow the Department to purchase a Vehicle Identification Number (VIN) Etching Machine used exclusively for the purpose of public awareness at vehicle theft prevention events. Officers or volunteers will Etch a vehicle's VIN into the side window of the vehicle. Often times when vehicles are stolen thieves will remove or alter the VIN from the vehicle's dashboard and other areas.

FISCAL IMPACT:

There is no fiscal impact to the City of Eloy, and no requirement for matching funds with this grant award.

Approved as to Form:

A handwritten signature in blue ink, appearing to read "Stephen R. Cooper". The signature is fluid and cursive, with a horizontal line extending from the end.

Stephen R. Cooper, City Attorney



ARIZONA AUTOMOBILE THEFT AUTHORITY

FY 2019 PUBLIC AWARENESS

GRANT AGREEMENT

This Agreement is made effective as of **07/01/2018**, by and between the Arizona Automobile Theft Authority, hereinafter referred to as the AATA, and the **Eloy Police Department**, hereinafter referred to as the GRANTEE. AATA and GRANTEE are referred to herein individually as a “Party” and collectively as the “Parties.” The AATA enters into this Agreement pursuant to its authority under the provision of A.R.S. § 41-3451 and having satisfied itself as to the qualifications of the GRANTEE.

NOW, THEREFORE, it is agreed between the Parties as follows:

- 1 This Agreement will commence on 07/01/2018, and terminate on 06/30/2019. This agreement is subject to cancellation pursuant to the provision of A.R.S. §38-511. This AATA grant expires at the end of the agreement period, unless prior written approval for an extension has been obtained from the AATA. The GRANTEE agrees to return all unexpended funds to the AATA within 60 days of the expiration date of this grant or within 60 days of termination of this grant should termination occur prior to original expiration date.
- 2 **Grant funds are intended to be used exclusively for reimbursement of expenditures related to public awareness activities and vehicle theft prevention events.** Grant funds will not be used to supplant federal, state, county, or local funds that would otherwise be made available to the GRANTEE for public awareness purposes. Grant funds that are distributed pursuant to this agreement are not to be expended for any indirect costs incurred by the GRANTEE for the administration of this grant.
- 3 The GRANTEE should to the extent possible, and practicable, share practical information and data with other authorized criminal justice agencies.

- 4 If equipment is valued over \$1,000, the AATA requires the GRANTEE to record and report performance data and impact on vehicle theft in its jurisdiction for five years or the useful life of the equipment, whichever is less. In addition, the GRANTEE will own the equipment awarded through the grant and will be responsible for maintaining the equipment in good working order.
- 5 The GRANTEE shall operate in a manner consistent with, and in compliance with, the provisions and stipulations of the approved AATA grant application letter and this agreement. If the AATA finds non-compliance, the GRANTEE will receive a formal written notice that identifies the area of non-compliance and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty calendar days to this notice, and does not provide sufficient information concerning the steps that are being taken to correct the problem, the AATA may suspend funding or permanently terminate the agreement or revoke the grant. Any deviation or failure to comply with the purposes and/or conditions of this agreement without written permission from the AATA may constitute sufficient reason for the AATA to terminate the agreement. The revocation of the grant will require the return of all unspent funds, require that an audit of expended funds be performed at GRANTEE's expense. It will also require the return of any previously expended funds that may have been spent in violation of the purposes and conditions of the grant.
- 6 Pursuant to A.R.S. § 38-511, the state, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. A cancellation made pursuant to this provision shall be effective when the GRANTEE receives written notice of the cancellation unless the notice specifies a later time.
- 7 This Agreement shall be governed and interpreted by the laws of the State of Arizona, including the Arizona Procurement Code (A.R.S. §§ 41-2501, *et seq.* and the administrative rules promulgated thereunder (A.A.C. R2-7-901, *et seq.*).

- 8 The Parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.
- 9 Requests for budget adjustments and/or reprogramming must be submitted in advance and in writing to the AATA.
- 10 Pursuant to A.R.S. §35-154, the grant availability of funds awarded under this Agreement are conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated, are reverted or otherwise unavailable for the continuance of this Agreement, the AATA may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AATA in the event this provision is exercised, and the AATA shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

APPROVED FY GRANT REQUEST:

<u>Title</u>	<u>Total</u>
Equipment (>=\$5000)	\$2,096.67
Total AATA Approved	\$2,096.67

PERFORMANCE MEASURE AND FINANCIAL REPORTING REQUIREMENTS

<u>Measure Group</u>	<u>Performance Measure</u>	<u>Reporting Period</u>
Vehicle Theft Data (if applicable)	Number of Felony Auto Theft Arrests	Quarterly
	Number of Chop Shops Investigated	Quarterly
Vehicles Recovered (if applicable)	Number of Vehicles Recovered	Quarterly
	Number of Vehicles Recovered (Abandoned)	Quarterly
	Number of Vehicles Recovered (Occupied)	Quarterly
	Occupied Vehicles: (Number of Occupants)	Quarterly
FTE Positions (if applicable)	Number of FTE's Assigned to Auto Theft Unit	Quarterly
VIN Etching Program Data (if applicable)	Number of Vin Etching Events	Quarterly
	Number of Vehicles VIN Etched	Quarterly
	Number of Participants at Promotional Events	Quarterly
Bait Vehicle Program Data (if applicable)	Number of Bait Cars (operational & non-op)	Quarterly
	Number of AATA Funded Bait Car Systems	Quarterly
	Number of Activations	Quarterly
	Number of Arrests	Quarterly
License Plate Reader (LPR) Data (if applicable)	Number of Fixed LPR Systems	Quarterly
	Number of AATA Funded LPR Systems	Quarterly
	Number of Mobile LPR Systems	Quarterly
	Number of Shifts LPR's Deployed	Quarterly
	Number of Stolen Vehicles Recovered	Quarterly
	Number of Stolen License Plates Read	Quarterly
	Number of Stolen License Plates Recovered	Quarterly
	Number of Arrests (affected by LPR)	Quarterly
	Number of Total License Plates Read	Quarterly
	Reads that resulted in Criminal Offense reports	Quarterly
	Searches or Inquires made on the system	Quarterly
	System related Criminal Investigations	Quarterly
	Number of AATA Funded LPR Systems Deployed	Quarterly
	Number of Stolen Vehicles Identified by the LPR	Quarterly
	Fair Market Value of the Recovered Stolen Vehicles	Quarterly

11. The GRANTEE agrees to account for the interest earned on AATA grant funds, use interest only for the purpose of paying AATA approved grant expenditures, and shall remit interest earned to the AATA within 60 days of the expiration of this grant, unless a prior written request justifying the uses of such funds is submitted and approved by the AATA.
12. The GRANTEE agrees that it will provide accounting, auditing, and monitoring procedures to safeguard AATA grant funds and keep such records to assure proper fiscal controls, management, and the efficient disbursement of AATA grant funds.
13. Pursuant to A.R.S §35-214, GRANTEE shall retain all books, account reports, files, and other records relating to this agreement and performance of this agreement for a period of five (5) years after the completion of this agreement. All such documents shall be subject to inspection and audit at reasonable times.
14. The GRANTEE agrees to submit quarterly financial and performance reports to the AATA, documenting the activities supported by the AATA grant funds and providing an assessment of the impact of those activities on the criminal justice system. Reports are submitted through the AATA Grant Database web-portal.
15. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into agreements on behalf of the AATA and GRANTEE. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressees or their agents or employees.

A) If to the AATA:

AUTOMOBILE THEFT AUTHORITY
1400 W. Washington Street, Suite 270
Phoenix, Arizona 85007
Attn: Ann Armstrong, Grant Program Mgr.

B) If to the GRANTEE:

Eloy Police Department
630 N Main Street
Eloy, AZ 85231
Attn: Christopher Vasquez

16. The GRANTEE agrees that it will comply with applicable nondiscrimination requirements of A.R.S. §41-1463, other applicable State and Federal civil rights laws, and Executive Order 2009-9.
17. The GRANTEE agrees that in the event that a Federal or State court, or Federal or State administrative agency, after a due process hearing, makes a finding of discrimination on the grounds of race, color, religion, national origin, sex, age, or handicap against the GRANTEE regarding the program or activities supported by this grant, the GRANTEE will forward a copy of such findings to the AATA.
18. The GRANTEE certifies it will comply with the Drug-Free Workplace Act of 1988 as delineated in 28 CFR Part 67, Subpart F, for grantees, as defined in 28 CFR Part 67 Sections 67.615 and 67.620.
19. The GRANTEE warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 41-4401 and A.R.S. § 23-214, Subsection A.

A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the GRANTEE may be subject to penalties up to and including termination of the contract.

Failure to comply with a state audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the GRANTEE may be subject to penalties up to and including termination of the contract.

The AATA retains the legal right to inspect the papers of any employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under paragraph 1.

20. The GRANTEE agrees that it is acting as an independent contractor and agrees to hold the AATA harmless from the actions of the GRANTEE AND GRANTEE'S employees.
21. The GRANTEE and the AATA agree to use arbitration in the event of disputes in accordance with the provisions of ARS §12-1501 et seq.

No right or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the AATA. No delegation of any duty of GRANTEE shall be made without the prior written approval of the AATA.

22. The GRANTEE assigns to the state any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the GRANTEE toward fulfillment of this agreement.

IN WITNESS WHEREOF, the parties have made and executed this agreement the day and year first above written.

FOR THE GRANTEE:

_____ **Date:** _____

Christopher Vasquez

Eloy Police Department

_____ **Date:** _____

FOR THE AUTOMOBILE THEFT AUTHORITY:

_____ **Date:** _____

Frederick W. Zumbo, AATA Executive Director

CITY OF ELOY

REQUEST FOR COUNCIL ACTION

Agenda Item: **VIII.E.**

Date: **01/14/2019**

Date submitted:
01/04/2019

Action: Formal

Subject: Approve an Agreement with APS to install solar panel covered parking structures at the City's Public Works Facility and grant of easement to APS to access and maintain the solar panels and structures.

Date requested:
01/14/2019

TO: Mayor and City Council

FROM: Keith Brown, City Engineer

RECOMMENDATION:

Council approve an APS Solar Communities Program agreement with APS to install and maintain solar panel covered parking structures at the Public Works facility and approve the required easement to APS for installation and maintenance of the structures.

DISCUSSION:

In August of 2017 the Arizona Corporation Commission (ACC) approved a program now known as the APS Solar Communities Program (the "Program"). APS is implementing the program to place utility-owned solar distributed generation on covered parking structures in municipalities that meet the criteria requirement.

On July 25, 2018 staff applied for the program for installation at the Public Works Facility, 1137 W. Houser Rd. After APS interviews and a site visit APS approved the application and will be placing Photovoltaic Parking Shade Structures at the Public Works Facility at no cost to the City. APS will operate and maintain the structures for the term of the agreement.

The current APS rates charged to the City will remain unchanged as the solar power generated from these units will be delivered directly into the APS grid. APS will provide a \$565.00 monthly incentive (credit) to the City for the duration of the 20 year agreement.

FISCAL IMPACT:

There is no direct fiscal impact to the City associated with this agreement and will result

in a \$565.00 monthly incentive (credit) towards the monthly APS billing.

Approved as to Form:

A handwritten signature in blue ink, appearing to read "Stephen R. Cooper", is written over a horizontal line.

Stephen R. Cooper, City Attorney



**APS Solar Communities Program Agreement
Rural Municipality**

This Agreement is entered into as of November 7, 2018, by and between Arizona Public Service Company, an Arizona corporation (“APS”), and City of Eloy, a rural municipality. APS and City of Eloy may be referred to herein individually as a “Party” and collectively as the “Parties.”

This Agreement is a binding contract. To the extent that either Party incurs any costs in connection with this Agreement or the subject matter hereof, such costs shall not be reimbursable by the other Party.

RECITALS

- A. By Decision No. 76295 (August 2017), the ACC approved a program now known as the APS Solar Communities Program (the “Program”). APS is implementing the Program to place utility-owned solar distributed generation on covered parking at the location listed below.
- B. “System” means a solar photovoltaic generation facility.
- C. APS will install and, for a period of 20 years, own and operate Systems at the rural municipality.
- D. City of Eloy desires to have a System installed on its property and will comply with the terms and conditions set forth below.
- E. “Rural Municipality” means Arizona incorporated cities and towns with populations of less than 150,000 not contiguous with or situated within a Metro Area.

The parties agree as follows:

- 1. APS will install an approximately 226 kW-ac System on property owned by City of Eloy and located at 1137 W. Houser Rd. Eloy, AZ 85131, (the “Property”). The terms and conditions of the installation will be contained in a separate agreement between APS and an installer. APS will own, operate and maintain the System.
- 2. APS will pay all costs associated with the installation, ownership, operation and maintenance of the System.

3. City of Eloy desires to participate in the APS Solar Communities program and agrees to allow APS to install, own, operate and maintain the System at the Property for the purpose of generating electricity that will be delivered to the APS grid. City of Eloy agrees to reasonably cooperate with APS, APS's installer, and any subcontractor in order to facilitate timely installation of the System.
4. City of Eloy will grant APS a 20 year easement in the form attached to this agreement as Exhibit A, on the Property for the purpose of installing, owning, operating and maintaining a System.
5. In exchange for the installation of the System, for so long as this agreement is in effect, City of Eloy will receive a monthly incentive of \$565.00 for the participation in this Program.
6. The Parties agree that APS may need to disclose the Information in connection with its regulatory filing or to otherwise satisfy its regulatory requirements. In the event that APS intends to disclose any of the Information to the ACC, or any employee, staff member, consultant, or agent thereof, it shall give City of Eloy prompt prior written notice of its intention so that City of Eloy may seek a protective order or other appropriate remedy. In the event that a protective order or other remedy is not obtained, City of Eloy waives APS' compliance with the terms hereof with respect to such Information. Nothing herein shall be deemed to permit City of Eloy to disclose the Information to the ACC, or any other party, unless such disclosure is otherwise permitted herein.
7. This Agreement shall become effective upon execution by both Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the respective authorized representatives as of the date first set forth above.

ARIZONA PUBLIC SERVICE COMPANY

[City of Eloy]

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

NE¼ 36 T7S, R7E
32.777019, -111.569468
404-12-006
WE013251
DMS

UTILITY EASEMENT

CITY OF ELOY, (hereinafter called "Grantor"), is the owner of the following described real property located in Pinal County, Arizona (hereinafter called "Grantor's Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Grantor, for and in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **ARIZONA PUBLIC SERVICE COMPANY**, an Arizona corporation, (hereinafter called "Grantee"), and to its successors and assigns, a non-exclusive right, privilege, and easement at locations and elevations, in, upon, over, under, through and across, a portion of Grantor's Property described as follows (herein called the "Easement Premises"):

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

(NOTE: The purpose of this Exhibit is to depict the dimensions and approximate location and alignment of the electric line easement area. The location and alignment of the electric line and facilities as actually constructed shall take precedence over the location and alignment shown on this Exhibit.)

Grantee is hereby granted the right within the Easement Premises to: construct, reconstruct, replace, repair, operate and maintain electrical lines, together with appurtenant facilities and fixtures for use in connection therewith, for the transmission and distribution of electricity to, through, across, and beyond Grantor's Property; install, operate and maintain telecommunication wires, cables, conduits, fixtures and facilities incidental to supplying electricity or for Grantee's own use (said electrical and telecommunication lines, facilities and fixtures collectively herein called "Grantee Facilities"); utilize the Easement Premises for all other purposes connected therewith; and permit the installation of the wires, fixtures, conduits, or cables of any other company. Equipment includes but is not limited to parking structures, shade structures, transformers, inverters, service entrance sections, cabinets, meters, solar panels, etc.

Grantee is hereby granted the right, but not the obligation, to trim, prune, cut, and clear away trees, brush, shrubs, or other vegetation on, or adjacent to, the Easement Premises whenever in Grantee's judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

Grantee shall at all times have the right of full and free ingress and egress to and along the Easement Premises for the purposes herein specified.

Grantor shall maintain clear areas that extend: 1) 3 feet from and around all edges of all switching cabinet pads and 2 feet from and around all edges of all transformer pads and other equipment pads, and 2) a clear operational area that extends 10 feet immediately in front of all transformer, switching cabinet and other equipment openings, and 3) a 6 feet by 6 feet hot-stick operating area off the front left corner of all transformers. No obstructions, trees, shrubs, large landscape rocks, fences, fixtures, or permanent structures shall be placed by Grantor within said clear areas; nor shall Grantor install landscape irrigation or sprinkler systems within said clear areas. Landscape irrigation or sprinkler systems installed adjacent to the clear areas shall be installed and maintained so that the transformers, switching cabinets or any other equipment do not get wet by spray or irrigation.

Grantor shall not locate, erect or construct, or permit to be located, erected or constructed, any building or other structure or drill any well within the limits of the Easement Premises; nor shall Grantor plant or permit to be planted any trees within the limits of the Easement Premises without the prior written consent of Grantee. However, Grantor reserves the right to use the Easement Premises for purposes that are not inconsistent with Grantee's easement rights herein conveyed and which do not interfere with or endanger any of the Grantee Facilities, including, without limitation, granting others the right to use all or portions of the Easement Premises for utility or roadway purposes and constructing improvements within the Easement Premises such as paving, sidewalks, landscaping, and curbing. Notwithstanding the foregoing, Grantor shall not have the right to lower by more than one foot or raise by more than two feet the surface grade of the Easement Premises, and in no event shall a change in the grade compromise Grantee's minimum cover requirements or interfere with Grantee's operation, maintenance or repair.

By accepting and utilizing this easement, Grantee agrees that following any installation, excavation, maintenance, repair, or other work by Grantee within the Easement Premises, the affected area will be restored by Grantee to as close to original condition as is reasonably practicable, at the expense of Grantee; and that Grantee shall indemnify Grantor, to the extent required by law, for any loss, cost or damage incurred by Grantor as a result of any negligent installation, excavation, maintenance, repair or other work performed by Grantee within the Easement Premises.

The easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the easement.

The covenants and provisions herein set forth shall extend and inure in favor and to the benefit of, and shall be binding on the heirs, administrators, executors, successors in ownership and estate, assigns and lessees of Grantor and Grantee.

IN WITNESS WHEREOF, **CITY OF ELOY**, has caused this Utility Easement to be executed by its duly authorized representative, this ____ day of _____, 2019.

CITY OF ELOY

By: _____
Printed Name

Its: _____
Title

Signature

STATE OF ARIZONA }
 } ss.
COUNTY OF PINAL }

This instrument was acknowledged before me this ____ day of _____, 2019
by _____ of **CITY OF ELOY**.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Seal:

Notary Public Signature

EXHIBIT “A”

**LEGAL DESCRIPTION OF GRANTOR’S PROPERTY
AS RECORDED AT FEE NO. 2003-029956 Pinal County Recorder’s Office, Pinal County, Arizona.**

THE NORTH 580.00 FEET OF THE EAST 1722.00 FEET OF SECTION 36, TOWNSHIP 7 SOUTH,
RANGE 7 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY,
ARIZONA LYING NORTH OF THE CAP RIGHT OF WAY;
EXCEPT THE EAST 105 FEET THEREOF.

EX. 33' ROADWAY PER
DKT. 375, PG. 572, P.C.R.

BASIS OF BEARINGS

S89° 22' 45"W 5320.79' TO NW CORNER SEC. 36
1617.99'

NE CORNER SEC. 36

S00° 25' 27"W
580.10'


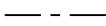
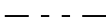


LINE TABLE			LINE TABLE		
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S00°37'15"E	75.00'	L6	N89°22'45"E	109.57'
L2	S00°25'27"W	48.81'	L7	S00°25'27"W	136.30'
L3	N00°25'27"E	40.56'	L8	N89°34'33"W	31.39'
L4	N89°34'33"W	56.91'	L9	S00°25'27"W	13.63'
L5	N00°25'27"E	44.32'			

SEE EASEMENT
DETAIL BELOW

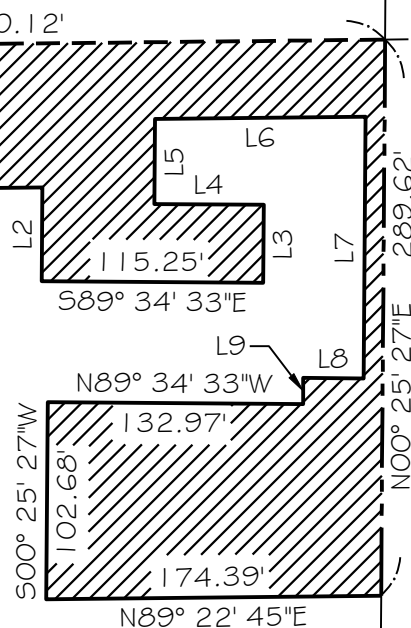
CITY OF ELOY
FEE NO. 2003-029956, P.C.R.
APN: 404-12-0060



1617.99'
N89° 22' 45"E

RECORD OF SURVEY, BK. 22 OF SURVEYS,
PG. 93, ALSO USED AS A REFERENCE
FOR THIS EXHIBIT.

LEGEND	
	EASEMENT AREA
	MONUMENT LINE
	PROPERTY LINE
	PROPERTY CORNER
	MONUMENT

EASEMENT DETAIL
SCALE: 1"=100'



		EXHIBIT "B"
	JOB # WE013250	DATE: 01/03/19
	NE 1/4 SEC 36	T 07 S R 07 E
	SCALE: 1"=200'	
	R/W: DAVE SCHLIEF	
	SURVEY: HUTTON	
	DRAWN BY: RICHARDS	PAGE 5 OF 5

CITY OF ELOY **REQUEST FOR COUNCIL ACTION**

Agenda Item: **VIII.F.**

Date: **01/14/2019**

Date submitted:
01/04/2019

Action: Formal

Subject: Authorize the purchase of a
Utility Roller from Empire Machinery
for an amount not to exceed \$27,000.

Date requested:
01/14/2019

TO: Mayor and City Council

FROM: Keith Brown, City Engineer

RECOMMENDATION:

Council authorize the purchase of a Utility Roller from Empire Machinery for an amount not to exceed \$27,000.

DISCUSSION:

The Public Works Department is requesting to purchase a New Caterpillar CB14B Vibratory Asphalt Compactor for the Street Division from Empire Machinery, utilizing a City of Tucson National IPA Contract, RFP # 161534 at a cost not to exceed \$27,000.

The roller will be an integral piece of equipment for the Street Division in maintaining the streets by providing them the ability to perform larger areas of street repair with asphalt hot mix instead of the cold patch used in the past.

Purchase of the roller includes a three year 3,000 hour power train and hydraulics warranty.

Attached is a quote from Empire Machinery for the New Caterpillar CB14B Vibratory Asphalt Compactor.

FISCAL IMPACT:

The funds for this \$25,874.00 expenditure are available in the FY2018-19 Street budget.

Approved as to Form:

A handwritten signature in blue ink, appearing to read "Stephen R. Cooper". The signature is fluid and cursive, with a horizontal line extending from the end.

Stephen R. Cooper, City Attorney

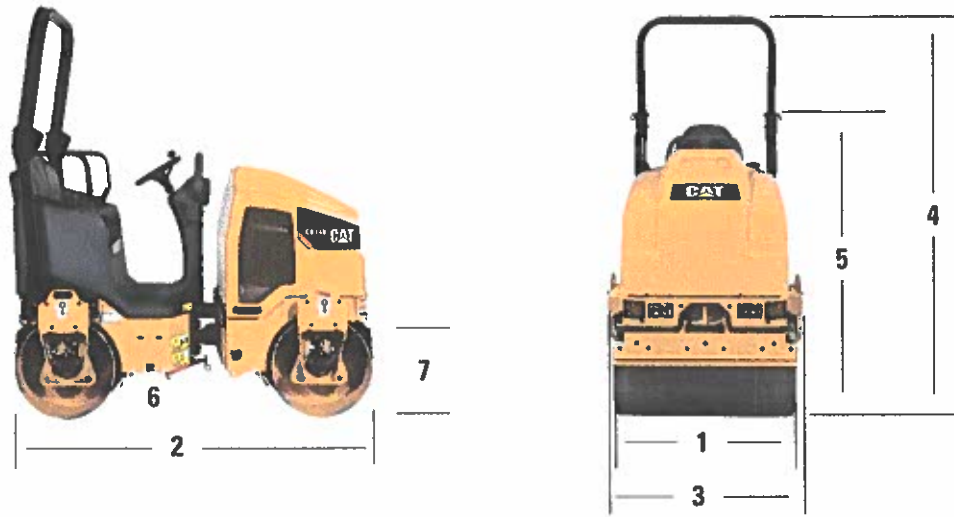
CB14B

Utility Roller



Compaction width	900 mm (35")	1000 mm (39")
Operating weight - kg (lb)	1485 (3,274)	1520 (3,351)
Kohler KDW1003 diesel engine	16.8 kW (22.5 hp)	

CB14B SPECIFICATIONS



Dimensions	CB14B w/900 mm (35") Drums	CB14B w/1000 mm (39") Drums
1 Drum width – mm (in)	900 (35)	1000 (39)
2 Overall length – mm (in)	1950 (77)	1950 (77)
3 Overall width – mm (in)	1000 (39)	1102 (43)
4 Overall height – mm (in)	2545 (100)	2545 (100)
5 Transport height (ROPS lowered) – mm (in)	1975 (78)	1975 (78)
6 Ground clearance – mm (in)	220 (9)	220 (9)
7 Curb clearance – mm (in)	400 (16)	400 (16)
Side clearance – mm (in)	45 (2)	45 (2)
Drum diameter – mm (in)	560 (22)	560 (22)
Operating weight		
Operating weight – kg (lb)	1485 (3,274)	1520 (3,351)
Engine – Kohler KDW1003		
Maximum rated power – kW (hp)	16.8 (22.5)	16.8 (22.5)
Operating speed – rpm	2850	2850
Capacities		
Fuel tank – L (gal)	23 (6.1)	23 (6.1)
Water tank – L (gal)	100 (26.4)	100 (26.4)
Vibratory system		
Centrifugal force per drum – kN (lb)	15 (3,400)	15 (3,400)
Frequency – Hz (vpm)	70 (4,200)	65 (3,900)
Amplitude – mm (in)	0.46 (0.018)	0.46 (0.018)
Miscellaneous		
Maximum speed – km/h (mph)	0-9 (0-6)	0-9 (0-6)
Maximum gradeability – %	30	30
Outside turning radius – m (ft)	2.9 (9.6)	3 (9.8)



August 2, 2018

Michael Gould
City of Eloy
628 N. Main St.
Eloy, AZ 85231-2517

Michael,

On behalf of EMPIRE MACHINERY, we certainly appreciate the opportunity to provide this proposal on a new Caterpillar CB14B Vibratory Asphalt Compactor for the City of Eloy. This proposal is provided as a cooperative purchase in accordance with the City of Tucson RFP #161534, National IPA awarded to Caterpillar Inc.

New, Caterpillar CB14B Vibratory Asphalt Compactor

Standard Equipment

Powertrain

Kohler KDW1003 3 Cylinder Diesel
Engine, 22.5 HP
Hydrostatic transmission
Service and parking brakes
Drum drive motors in series
Muffler
Hydraulic oil, standard

Electrical

Engine start switch with auto preheat
Warning horn
40 ampere alternator
12-volt electric system
Maintenance free 48AH battery, 650 CCA
Beacon ready
Battery disconnect switch

Operator Environment

Gauge: Hour meter
Operator warning system indicators:

- Parking brake engaged
- High engine coolant temperature
- Low electrical system voltage
- Low fuel level
- Air filter restriction
- Engine preheat
- Vibration on

Lockable instrument panel vandalism guard
Manual control lever
Seat with:

- Fore and aft adjustment
- Retractable seat belt, 2"

Platform handrails and guardrails
Steering wheel spinner
12-volt power point

Drum

Two smooth drums:

- 35.4 inch wide x 22 inch diameter
- 39 inch wide x 22 inch diameter

Pressurized drum watering system with 26.4 gallon tank – 8 flow setting
Two (2) retractable, spring-loaded self-adjusting scrapers per drum
Water spray, pressurized

Other Standard Equipment

Locking engine enclosure
Sight gauge for hydraulic tank level
6.1 gallon fuel capacity
Two (2) transport tie-down and four (4) lift points
Quick connect hydraulic pressure ports
O-ring face seal couplings
Tow hook
Auxiliary battery positive terminal

City of Eloy
August 2, 2018
Page 2 of 2

New, Caterpillar CB14B Vibratory Asphalt Compactor
Configuration & Optional Equipment Included in Price
Dual folding ROPS

Caterpillar Inc. – City of Tucson RFP #161534

National IPA Cooperative Purchasing Agreement Sale Price \$23,935.00

Sales Tax: 1,939.00

Net Sale Price: \$25,874.00

Warranty

Three Year/3000 Hour Powertrain + Hydraulics Warranty – EMPIRE will provide warranty coverage on all major powertrain and hydraulics components, 100% parts and labor, for 36 months or 3000 hours, whichever occurs first.

Thank you for your consideration of this proposal and for allowing EMPIRE to assist with your Caterpillar equipment needs. We look forward to the continued business partnership with the City of Eloy.

Sincerely,

Clinton Swapp

Clinton Swapp
Sales Account Manager
clinton.swapp@empire-cat.com
520.240.8213 cell

CS/kg

CITY OF ELOY

REQUEST FOR COUNCIL ACTION

Agenda Item: **VIII.G.**

Date: **01/14/2019**

Date submitted:
01/07/2019

Action: Formal

Subject: Authorize financial assistance and in-kind services for co-sponsorship of the 2019 Martin Luther King, Jr. (MLK) day celebration on January 21, 2019 with the Eloy Division for Self and Community Improvement (EDSCI) organization.

Date requested:
01/14/2019

TO: Mayor and City Council

FROM: Harvey Krauss, City Manager

RECOMMENDATION:

Council authorize \$3,000 in financial assistance and in-kind services for co-sponsorship of the 2019 Martin Luther King, Jr. (MLK) day celebration on January 21, 2019 with the Eloy Division for Self and Community Improvement (EDSCI) organization

DISCUSSION:

The City of Eloy has co-sponsored the MLK celebration annually with EDSCI for the past 32 years. The City provides in-kind services such as traffic control, closing of streets, and the use of Trekell Park.

This is a positive community event in which all residents can participate to honor the legacy of Dr. Martin Luther King, Jr.

FISCAL IMPACT:

The City's co-sponsorship includes \$3,000 in financial assistance, and in-kind services to be provided by the police and public works departments. Financial assistance (\$3,000.00) is included in the City's FY 2018-2019 budget.

Approved as to Form:



Stephen R. Cooper, City Attorney



ELOY DIVISION FOR SELF AND COMMUNITY IMPROVEMENT(EDSCI)

January 3, 2019

Ruby James
President

Maggie Harris
Vice President

Trina Masters
Treasurer/Secretary

Trina Masters
Statutory Agent

Shenetta Osei
Sgt. of Arms

The City of Eloy
628 North Main Street
Eloy, AZ 85131

Honorable Mayor Joel Belloc and Council Members:

The Eloy Division for Self and Community Improvement (EDSCI) is a non-profit community organization with a 501-C 3 status registered in the state of Arizona since 1965.

EDSCI brings to Pinal County the Martin Luther King Jr. celebration hosted in the City of Eloy for the past **33 years** and shared by the communities of Pinal County. Be aware that the Eloy has set the stage on this historical event by showing community pride in a great man whose dream was for all races.

Martin Luther King Jr. 33rd Annual Celebration is scheduled for January 21, 2019. We will provide an Agenda at a later date.

EDSCI is requesting your help in the following areas:

Co-Sponsor of the MLK Events

Financial assistance of \$3,000.00

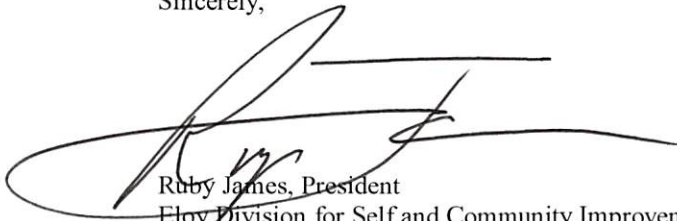
"In Kind Service" from the Police Department in traffic control.

Recreation Department use of Trekell Park for the MLK Park Activities.

Expense and revenue report is attached.

EDSCI thanks you for your interest and willingness to assist us to promote the universal brotherhood of one American, a vision we all share. Please feel free to write or call us if you have ideas how to further enhance these programs.

Sincerely,



Ruby James, President
Eloy Division for Self and Community Improvement (EDSCI)
501(C) (3) #23-7034000

/tlm



ELOY DIVISION FOR SELF AND COMMUNITY IMPROVEMENT-(EDSCI)

January 3, 2019

SERVICES BEING PROVIDED TO THE ELOY COMMUNITY AS FOLLOWS:

- Sponsor of education field trips to Eloy Elementary school students
- Sponsor Cancer Society Relay for Life
- Sponsor Rec. Department Events
- Sponsor Scholarships to Santa Cruz Seniors going to college
- Aid in financial assistance for funeral to citizens under financial hardship
- EDSCI have an in-kind contribution agreement with the Eloy Head Start for the use of EDSCI building and property.

THE PURPOSE OF THE FUNDING:

- **EDSCI is requesting 3,000.00 for the following purpose:**
- To increase the breakfast with fruit, vegetables, and doughnuts for those who do not want the traditional breakfast.
- To increase activities for the MLK Park Events - jumping castles, water/dry slide, and bouncing house - more events that the youth can enjoy.
- To increase scholarship fund to a graduating seniors
- To financially assist EDSCI for advertisement and printing supplies;
- EDSCI asks for Co-Sponsor and support for this historical event, The Martin Luther King Jr. Celebration which is shared by all of the Pinal County Cities.

HOW THE PROPOSED FUNDING WILL BENEFIT THE COMMUNITY:

- The MLK Celebration provides celebration shared by all ages as follows:
- **Youth**—Social evening for youth from grades 2-12 at different hours that evening for different age groups, and we feed the youth.
- **Everyone**—Free Breakfast and program with a great guest speaker
- **Everyone**— MLK March with participation from our great Eloy Police Department and Eloy Fire Department
- **Everyone**—fun events for everyone at the park, refreshments given and cash gift cards given.
- **Donations** - what EDSCI receives is given back to the Community of Eloy
- **History: January 15, 1985** - The Eloy City Mayor, Council, and City Manager were the first to honor the National Holiday January 15 as Martin Luther King Jr. Holiday set by the Federal Government. They honored this holiday by giving the city workers a paid holiday and supported EDSCI in the MLK Celebration. **We are approaching the 33rd MLK Celebration which will be held Monday, January 21, 2019.**

EDSCI thanks The City of Eloy in advance for continued support for over 30 years.

Ruby James, President EDSCI

Ruby James
President

Maggie Harris
Vice President

Trina Masters
Treasurer/Secretary

Trina Masters
Statutory Agent

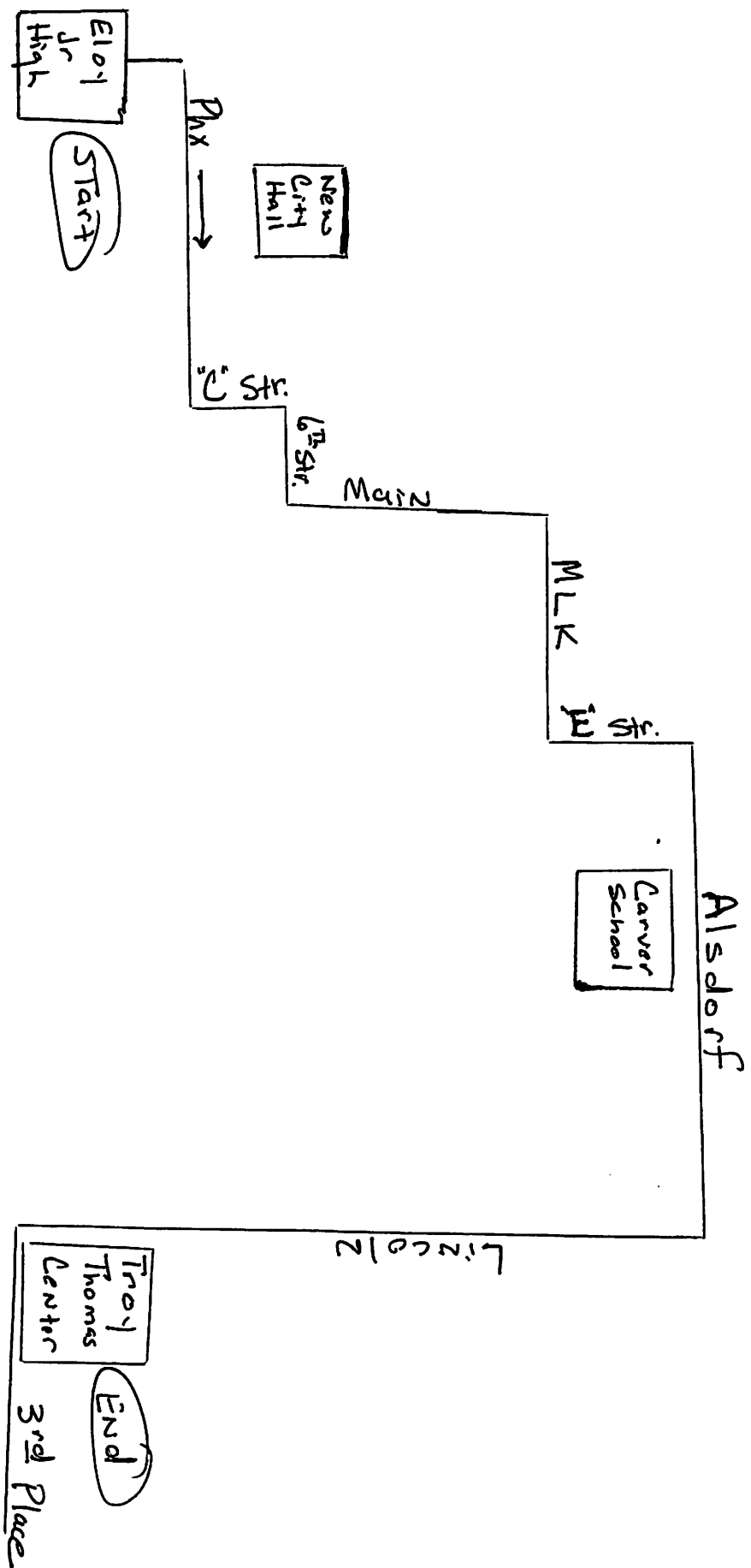
Shenetta Osei
Sgt. of Arms

**ELOY DIVISION FOR SELF AND COMMUNITY IMPROVEMENT
(EDSCI)**

1/1/2018	CHECKBOOK BALANCE			1,400.00
1/12/2018	CHECK #550644 FROM THE CITY OF ELOY	3,000.00		3,000.00
1/12/2018	MLK BREAKFAST DONATIONS	94.00		
1/20/2018	DEPOSIT MLK CELEBRATION 2018	1,291.00		1,385.00
1/12/2018	TOTAL REVENUE			5,785.00

		EXPENSES 2018:		
1/1/2018	BANK DEBITED A VISA PAYMENT OF \$519.20		-519.2	
1/10/2018	MAJOR T'S - T-SHIRTS (SEE ME...)		-418.24	
1/12/2018	JET & SONS EMBROIDERY - T-SHIRTS & CAPS (MLK 63)		-361.46	
1/14/2018	WALGREENS - GIFT CARDS FOR MLK ADULT BINGO GAMES		-100.00	
1/15/2018	TONYA DELGADO - REIMBURSEMENT - SUPPLIES FOR FISH FRY FUNDRAISER		-39.35	
1/15/2018	ANGELA JAMES - REIMBURSEMENT - SUPPLIES FOR FISH FRY FUNDRAISER		-202.89	
1/15/2018	SHENETTA OSEI - REIMBURSEMENT - SUPPLIES FOR FISH FRY FUNDRAISER		-42.01	
1/15/2018	MINISTER BRANTON GRISSUM - MLK PROGRAM		-50.00	
1/15/2018	TINA WILLIAMS - MLK PROGRAM		-50.00	
1/15/2018	ROXANNA ARMSTRONG - MLK PROGRAM		-25.00	
1/15/2018	PASTOR RICKY STRONG SR. - MLK PROGRAM		-50.00	
1/15/2018	JOHNNY LOPEZ - MLK PROGRAM		-100.00	
1/15/2018	SONNETTE CHAPUT - REIMBURSEMENT FOR SUPPLIES MLK PROGRAM		-17.22	
1/15/2018	TRINA MASTERS - REIMBURSEMENT FOR GIFT CARD TO RED LOBSTER		-50.00	
3/15/2018	GREAT WESTERN PAYMENT - LODGING FOR SPEAKER		120.97	
	SUB TOTAL OF EXPENSES 2018		2,146.24	
3/31/2018	CHECKING ACCOUNT BALANCE			3,638.68

March Route



CITY OF ELOY

REQUEST FOR COUNCIL ACTION

Agenda Item: **IX.A.**

Date: **01/14/2019**

Date submitted:
01/07/2019

Action: Formal

Subject: Council to receive a presentation from Ms. Kim L. Vandenberg regarding The Wall That Heals exhibit being displayed in Casa Grande in March 2019, and consideration of a City sponsorship of \$500.00 toward the costs of this traveling exhibit.

Date requested:
01/14/2019

TO: Mayor and City Council

FROM: Harvey Krauss, City Manager

RECOMMENDATION:

Council to receive a presentation from Ms. Kim L. Vandenberg regarding The Wall That Heals exhibit being displayed in Casa Grande in March 2019, and Council authorize a City sponsorship of \$500.00 toward the costs of this traveling exhibit.

DISCUSSION:

Ms. Kim Vandenberg, Chairperson of the Pinal County Veterans Center, will be providing a presentation to the Mayor and Council Members on "The Wall that Heals" (The Wall) exhibit that will be displayed at Dave Wright Regional Park on March 6, 2019. The Wall was founded by The Vietnam Veterans Memorial Fund, which is a nonprofit organization in 1982. The Wall is a three-quarter scale replica of the Vietnam Veterans Memorial Wall in Washington, D.C. The 53-foot long trailer that carries The Wall transforms into a mobile Education Center. The Wall visits communities across the country and is scheduled to be hosted in Casa Grande in March 2019. The Wall will be traveling from Marana and is scheduled to come through Eloy on March 5, 2019. The Wall will be set up at Dave Wright Park on March 6, 2019, and open to the public for viewing.

The cost to host this Mobile Education Center is \$10,000, plus other expenses which are estimated at \$5,000. Private and public donations are being solicited to fund this exhibit. The City of Maricopa contributed \$900 and Casa Grande donated \$1,000. Staff recommends that the City of Eloy donate \$500 towards this exhibit from the Mayor and Council's contingency fund.

FISCAL IMPACT:

A total of \$5,500 was budgeted in a contingency line item within the Mayor and Council's budget. Currently there is \$3,600 remaining within this line item. Staff recommends a \$500 sponsorship for this exhibit from the Council's contingency funds.

Approved as to Form:A handwritten signature in blue ink, reading "Stephen R. Cooper". The signature is fluid and cursive, with the first name "Stephen" and last name "Cooper" clearly legible.

Stephen R. Cooper, City Attorney

58,318

NAMES ON THE WALL

1,500+ SERVICE MEMBERS
UNACCOUNTED FOR
FROM THE VIETNAM WAR

8 WOMEN
ON THE
WALL

375 ft.
LENGTH OF THE
WALL THAT HEALS

600 CITIES TWTH
HAS VISITED

22 yrs., 9 mos.
AVERAGE AGE OF
SERVICE MEMBERS
ON THE WALL

15 AGE OF THE
YOUNGEST
SERVICE
MEMBER ON
THE WALL

400,000+

ITEMS LEFT AT THE WALL

31 SETS OF
BROTHERS
ON THE WALL

3 SETS OF FATHERS
AND SONS ON
THE WALL

246 MOST CASUALTY DEATHS FOR
ONE DAY / JANUARY 31, 1968

REQUESTING THE WALL THAT HEALS

VVMF seeks sites that can provide a welcoming, quiet atmosphere, large enough to accommodate the two main components of *The Wall That Heals*, and that can be open to the public 24 hours a day, typically from a Wednesday through a Sunday.

Before, during, and after, VVMF staff work with hosting organizations to assist with program and event development to transform *The Wall That Heals* visit into a lasting impact for their community.

If your organization is interested in hosting *The Wall That Heals*, please visit www.vvmf.org/twth-request for more information.

VIETNAM VETERANS MEMORIAL FUND

The Vietnam Veterans Memorial Fund (VVMF) is the nonprofit organization that founded the Vietnam Veterans Memorial (The Wall) in Washington, D.C., in 1982. VVMF is the organization that partners with the National Park Service to maintain and care for The Wall, The Three Servicemen statue, flagpole, and *In Memory* plaque.

VVMF's mission is to honor and preserve the legacy of service in America and educate all generations about the impact of the Vietnam War and era. We **honor** the service of all, **preserve** the memory of those who died during the war and since returning home, and **educate** all generations about the lasting impact of the war.

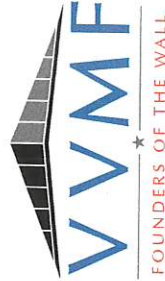
As a 501(c)(3) nonprofit organization with no government funding, VVMF's programs, ceremonies and education efforts are dependent upon your generous donations. Help us achieve our vision of ensuring a society in which all who have served and sacrificed in our nation's Armed Forces are properly honored. Please consider making a donation by going to www.vvmf.org or calling 202-393-0090.



Vietnam Veterans Memorial Fund



@VVMF



1235 South Clark Street, Suite 910, Arlington, VA 22202
202-393-0090 • www.vvmf.org
CFC# 11070 United Way #1184

Location
Address
Dates
Website



THE WALL THAT HEALS

VIETNAM VETERANS MEMORIAL
REPLICA & MOBILE EDUCATION CENTER





Welcome to *The Wall That Heals*, the three-quarter scale traveling replica of the Vietnam Veterans Memorial in Washington, D.C. The exhibit consists of the Wall replica and the mobile Education Center. *The Wall That Heals* exhibit is open to the public day and night throughout the visit.

THE WALL REPLICA

The three-quarter scale Wall replica is 375 feet in length and stands 7.5 feet high at its tallest point. Visitors experience *The Wall* rising above them as they walk towards the apex, a key feature of the design of *The Wall* in D.C.

Like the original Memorial, *The Wall That Heals* is erected in a chevron-shape and visitors can do name rubbings of individual service member's names on *The Wall*.

The Wall replica is constructed of Avonite, a synthetic granite, and its 140 numbered panels are supported by an aluminum frame. Machine engraving of the more than 58,000 names along with modern LED lighting provide readability of *The Wall* day and night.

MOBILE EDUCATION CENTER

The 53-foot trailer that carries *The Wall That Heals* transforms to become a mobile Education Center. The exterior of the trailer features a timeline of "The War and The Wall" and provides additional information about the Vietnam Veterans Memorial in Washington, D.C. Additional exhibits give visitors a better understanding of the legacy of the Vietnam Veterans Memorial and the collection of items left at *The Wall*. Displays include:

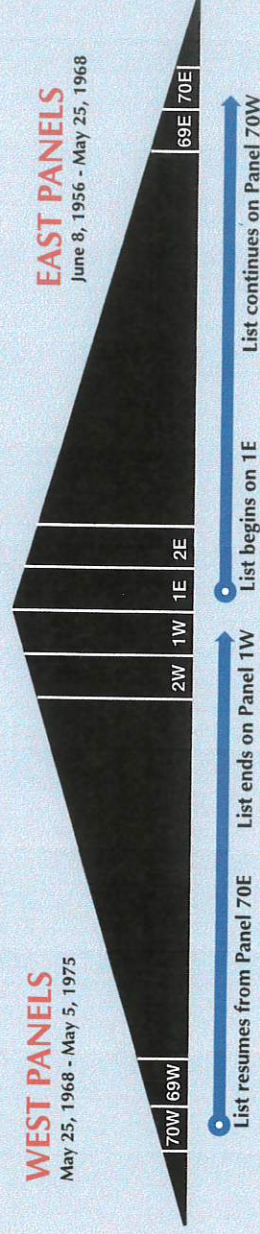
- > *Hometown Heroes* – Photos of service members on *The Wall* who list their home of record from the local area. The photos are part of the effort to put a face to every name on *The Wall* for the virtual *Wall of Faces*. Help is needed to find every photo. Learn more at: www.vvmf.org/thewall
- > Map of Vietnam

- > *In Memory Honor Roll* – Photos of local Vietnam veterans honored through VVMF's *In Memory* program which honors veterans who returned home and later died of Vietnam-related illnesses. Learn more at: www.vvmf.org/inmemory
- > A display of items representative of those left at *The Wall* in Washington, D.C. in remembrance of those on *The Wall*.
- > Digital kiosk allows visitors to search for names using VVMF's online *Wall of Faces*.
- > Two paper directories allow for names to be found alphabetically.
- > The Gold Star Bike – Donated to VVMF by the American Gold Star Mothers in 2012, the bike is a Softail Custom Harley that pays tribute to the mothers who lost sons to the Vietnam War.

HOW TO FIND A NAME ON THE WALL

WEST PANELS
May 25, 1968 - May 5, 1975

EAST PANELS
June 8, 1956 - May 25, 1968



Names are arranged in order of date of casualty and alphabetically on each day, beginning at the center with panel 1E (under 1959), down panel 1E, then moving right towards 70E, then 70W towards the center, and ending by side at the apex of the Memorial.

1. Find service member's name and location on *The Wall* in the paper directories or digital kiosk in the mobile Education Center or through VVMF's *The Wall* app which can be downloaded at www.vvmf.org/app.

2. Panel numbers are on the bottom of every panel. Row numbers count down from the top of each panel. On the margin of every other panel are white dots every 10 lines. Count down 4 dots and you're on line 40.

Each name is preceded (on the West Wall) or followed (on the East Wall) by a symbol designating status.

◆ The diamond symbol denotes that the service member's death was confirmed.

+ Those whose names are designated by the cross symbol were in missing or prisoner status at the end of the war and remain missing and unaccounted for. In the event a service member's remains are returned or he is otherwise accounted for, the diamond symbol is superimposed over the cross.

⊕ If a service member returns alive, a circle, as a symbol of life, will be inscribed around the cross. No such cases have occurred.

CITY OF ELOY

REQUEST FOR COUNCIL ACTION

Agenda Item: **IX.B.**

Date: **01/14/2019**

Date submitted:
01/07/2019

Action: Other

Subject: Presentation from Mr. Ron Fleming, the CEO and President of Global Water Resources, regarding the Eloy and Maricopa-Stanfield Basin Study for northern Pinal County area focusing on water supply and demand including future projections, groundwater modeling, and potential future solutions.

TO: Mayor and City Council

FROM: Harvey Krauss, City Manager

RECOMMENDATION:

Council to receive a presentation from Mr. Ron Fleming, the CEO and President of Global Water Resources, regarding the Eloy and Maricopa-Stanfield Basin Study for northern Pinal County area focusing on water supply and demand including future projections, groundwater modeling, and potential future solutions.

DISCUSSION:

Several months ago Pinal Partnership applied for a grant from the U.S. Bureau of Reclamation to study water supply and demand in the northern Pinal County area. The \$1.36 million dollar grant was officially awarded in November 2018, and Global Water Resources is taking the lead in this study. This is a 3-year study that will cover many aspects of water supply and demand, including future projections, groundwater modeling, and potential future solutions. There will be core technical group with representatives from stakeholders in the County that will meet monthly to monitor and direct this study. George Fletcher has been asked to serve as Eloy's representative for this study.

Ron Fleming, the CEO and President of Global Water Resources, has been asked to provide the Mayor and Council with an overview of the water study, its purpose and scope, as well as the ongoing drought and water scarcity issues that will directly impact the region over the next several years.

FISCAL IMPACT:

The Eloy and Maricopa Stanfield Basin Study is being funded by a Federal grant, and no local matching funds are required.

Approved as to Form:

A handwritten signature in blue ink, appearing to read "Stephen R. Cooper", is written over a horizontal line.

Stephen R. Cooper, City Attorney

**City of Eloy
December 2018
Financial Report**

The General Fund has collected \$6,118,260 while expending \$5,033,978 through December 31, 2018. This is a positive variance in the General Fund of \$1,084,282 or 17.72%. This positive variance is primarily due from employee vacancies, conservative spending and above average collections in several revenue categories.

Year-to-date, the City has received \$2,696,593 in City Sales Tax which is above the forecast by \$224,597. In December, the City received \$700,225 in local taxes, which is higher than the monthly forecast of \$484,705. Staff attributes this increase to above average collections to the construction sales tax category.

All departmental budgets in the General Fund are below the 50% target, except for the City Council budget. Departments are spending within the confines of the adopted budget. ***Please note that the figures below are preliminary. Figures below are subject to change during the month end closing.***

**AS OF DECEMBER 31, 2018
50% OF BUDGET**

Revenue	YTD Actual	Budget	% Received
Taxes	\$ 2,891,122	\$ 6,522,270	44.3%
Franchise Fee's	\$ 81,631	\$ 146,900	55.6%
License and Permits	\$ 145,697	\$ 322,750	45.1%
Charges for Services	\$ 35,258	\$ 50,000	70.5%
Intergov. Revenue	\$ 2,560,963	\$ 4,947,395	51.8%
CCA Pass Thru	\$ -	\$ 567,000	0.0%
Miscellaneous Revenue	\$ 403,589	\$ 559,600	72.1%
Fund Balance	\$ -	\$ 7,689,990	0.0%
Total Revenues	\$ 6,118,260	\$20,805,905	29.4%

Expenditures	YTD Actual	Budget	% Expended
City Council	\$ 107,446	\$ 183,630	58.5%
Human Resources	\$ 95,762	\$ 235,055	40.7%
G.I.S.	\$ 54,617	\$ 137,765	39.6%
Animal Control	\$ 80,282	\$ 178,640	44.9%
City Clerk	\$ 161,270	\$ 370,730	43.5%
Magistrate	\$ 198,202	\$ 435,025	45.6%
City Manager	\$ 62,606	\$ 283,550	22.1%
Finance	\$ 387,756	\$ 822,395	47.1%
Legal	\$ 59,533	\$ 154,845	38.4%
Comm. Develop	\$ 197,604	\$ 737,750	26.8%
Park Maint	\$ 179,518	\$ 465,880	38.5%
Recreation Programs	\$ 249,714	\$ 638,490	39.1%
Library	\$ 153,949	\$ 325,995	47.2%
Comm. Service Admin	\$ 204,906	\$ 412,065	49.7%
Police Admin.	\$ 575,265	\$ 1,194,460	48.2%
Field Operations	\$ 1,408,061	\$ 3,298,415	42.7%
Vehicle Maint	\$ 110,036	\$ 247,145	44.5%
Facility Maint	\$ 125,581	\$ 368,125	34.1%
P. W. Admin	\$ 107,753	\$ 245,615	43.9%
Transfers	\$ 486,486	\$ 6,739,990	7.2%
Debt	\$ -	\$ 386,600	0.0%
Contingency/Robson	\$ 27,631	\$ 1,178,740	2.3%
Total Expenditures	\$ 5,033,978	\$19,040,905	26.4%

In the Special Revenue Funds, all funds are reporting a positive variance through December 2018.

**SPECIAL REVENUE FUNDS
AS OF DECEMBER 31, 2018
50% OF BUDGET**

	HURF	Streets One-Time	Capital Project	Economic/ Community Dev	Cemetery	Airport
Year to Date Revenues	\$ 949,805	\$ 239,612	\$ 486,486	\$ 122,582	\$ 51,299	\$ 69,241
Budget 2018-2019	\$ 3,300,725	\$ 286,500	\$1,377,000	\$ 620,750	\$ 86,000	\$ 166,725
Unearned	\$ 2,350,920	\$ 46,888	\$ 890,514	\$ 498,168	\$ 34,701	\$ 97,484
Percent received to date	28.8%	83.6%	35.3%	19.7%	59.7%	41.5%
Year to Date Expenditures	\$ 618,151	\$ -	\$ 26,605	\$ -	\$ 27,091	\$ 42,374
Budget 2018-2019	\$ 3,300,725	\$ 286,500	\$1,377,000	\$ 620,750	\$ 86,000	\$ 166,725
Unexpended	\$ 2,682,574	\$ 286,500	\$1,350,395	\$ 620,750	\$ 58,909	\$ 124,351
Percent expended to date	18.7%	0.0%	1.9%	0.0%	31.5%	25.4%
Variance	\$ 331,655	\$ 239,612	\$ 459,881	\$ 122,582	\$ 24,208	\$ 26,868

The Enterprise Funds are comprised of the Water, Sewer and Sanitation Funds. As of the end of December 2018, all enterprise funds are reporting a positive variance. In the Water Fund, water sales for December were \$152,640 compared to \$160,598 in the year prior. In the Sewer Fund, sewer sales for December were \$111,858 compared to \$107,407 in the year prior. ***Please note that the figures below are preliminary. Figures below are subject to change during the month end closing.***

**ENTERPRISE FUNDS FINANCIAL OUTLOOK
AS OF DECEMBER 31, 2018
50% OF BUDGET**

	Water	Sewer	Sanitation
Year to Date Revenues	\$ 1,313,622	\$ 682,961	\$ 754,784
Budget 2018-2019	\$ 2,487,290	\$ 1,382,445	\$1,471,560
Unearned	\$ 1,173,668	\$ 699,484	\$ 716,776
Percent received to date	52.8%	49.4%	51.3%
Year to Date Expenditures	\$ 1,037,711	\$ 246,791	\$ 632,184
Budget 2018-2019	\$ 2,487,290	\$ 1,382,445	\$1,471,560
Unexpended	\$ 1,449,579	\$ 1,135,654	\$ 839,376
Percent expended to date	41.7%	17.9%	43.0%
Variance	\$ 275,911	\$ 436,170	\$ 122,600

Report Criteria:
Report type: Summary
Check.Voided = {<>} Yes

Payee	Secondary Name	Check Number	Amount
ARIZONA GLOVE & SAFETY, INC.		553361	15.39
APODACA, SIMON		553319	16.00
CAMPOS WILLIAM		553330	16.00
ESPINOZA, ANTONIO		553336	16.00
GARCIA AARON		553337	16.00
JIMENEZ DANIEL		553343	16.00
REYES JUAN		553350	16.00
MA JIM		553345	17.33
APS		553173	19.58
DAVIS ROGER DBA AZ DEPENDABLE	AZ DEPENDABLE AUTO SALES	553245	20.00
DAVIS ROGER DBA AZ DEPENDABLE	AZ DEPENDABLE AUTO SALES	553375	20.00
MERLE'S AUTOMOTIVE SUPPLY		553277	21.62
DANNY'S TIRE SERVICE		553244	22.00
DAVIS ROGER DBA AZ DEPENDABLE	AZ DEPENDABLE AUTO SALES	553333	30.00
CANYON STATE WIRELESS, INC.		553231	30.58
CHRISTENSEN BARRY J		553332	37.96
GALE/CENGAGE LEARNING		553264	38.97
ARIZONA WATER COMPANY		553224	43.41
N & D DESIGNS, LLC		553281	43.68
VERMEIRE GERARD & CAROL		553303	45.00
WRIGHT, BARBARA J		553308	45.00
SOUTHWEST GAS CORPORATION		553394	47.71
APS		553359	48.83
MILLER HARDWARE COMPANY		553195	52.56
Arizona Department of Corrections-ITA	ASPC-FLORENCE INMATE LABOR	553320	58.50
CENTURYLINK		553181	61.11
SOUTHWEST GAS CORPORATION		553395	61.25

Payee	Secondary Name	Check Number	Amount
CASA GRANDE ANIMAL HOSP. INC.		553232	65.00
BALAR EQUIPMENT CORPORATION		553364	65.22
AZ. DEPT. OF PUBLIC SAFETY	FINGERPRINT CLEARANCE	553310	67.00
TIDWELL JERREL W		553296	67.96
Az Sec. of State /Bus. Serv. Notary Dept	BUSINESS SERVICES, NOTARY DEPT.	553322	68.00
Az Sec. of State /Bus. Serv. Notary Dept	BUSINESS SERVICES, NOTARY DEPT.	553323	68.00
Az Sec. of State /Bus. Serv. Notary Dept	BUSINESS SERVICES, NOTARY DEPT.	553324	68.00
O'REILLY AUTOMOTIVE STORE, INC.		553346	69.87
HERNANDEZ SOPHIA		553273	70.27
SOUTHWEST GAS CORPORATION		553354	71.14
LANGUAGE LINE SERVICES, INC.		553275	72.24
BLUE BEACON INTERNATIONAL, INC.		553365	73.50
ORTEGA, RACHEL		553199	74.29
DAVIS ROGER DBA AZ DEPENDABLE	AZ DEPENDABLE AUTO SALES	553186	75.00
Arizona Department of Corrections-ITA	ASPC-FLORENCE INMATE LABOR	553174	76.50
PINAL COUNTY TREASURER		553287	78.39
CENTURYLINK		553372	79.71
SOUTHWEST GAS CORPORATION		553315	80.08
SOUTHWEST MOBILE STORAGE INC.		553295	81.45
Hawk Tools LLC	Russell Houck	553270	85.51
JANET'S FLOWER SHOP		553342	87.14
GLENN JONES FORD LINCOLN MERCU, LLLP	JONES AUTO CENTERS LLC	553191	91.90
CITY OF ELOY UTILITY BILLING		553238	92.06
CASA GRANDE RENT A CAN		553180	92.82
ACE HARDWARE INC.		553171	94.27
J & G CAVU LLC DBA BATTERIES + BULBS	BATTERIES + BULBS CASA GRANDE	553384	102.39
SELECT SECURITY SYSTEMS, INC.		553351	113.56
WIST SUPPLY & EQUIPMENT CO. INC	WIST OFFICE PRODUCTS COMPANY	553211	113.84
FRANCISCO LORI		553260	126.17
SPARKLETTS, INC.		553396	126.60
APS		553217	128.82

Payee	Secondary Name	Check Number	Amount
CITY OF ELOY UTILITY BILLING		553237	129.24
ACE HARDWARE INC.		553357	135.99
CASA GRANDE RENT A CAN		553233	136.50
ADT SECURITY SERVICES		553214	137.56
CASA GRANDE ANIMAL HOSP. INC.		553311	140.00
MARK WHITE SERVICES		553194	145.00
CAMPOS WILLIAM		553331	150.00
GLENN JONES FORD LINCOLN MERCU, LLLP	JONES AUTO CENTERS LLC	553380	155.26
ADT SECURITY SERVICES		553318	156.30
ADT SECURITY SERVICES		553317	157.64
HIMMELFARB, DYLAN	DBA MATCO TOOLS	553340	162.16
RCCM FOODTOWN		553290	168.22
ATHACO INC DBA MAIN STREET SIGNS	MAIN STREET SIGNS	553363	170.21
UNITED TRUCK & EQUIPMENT, INC		553356	170.37
TRANSACT TECHNOLOGIES, INC.		553297	178.62
VLAMING, JON		553304	180.00
QUILL CORPORATION		553201	184.95
UNIFIRST CORPORATION		553207	190.79
O'REILLY AUTOMOTIVE STORE, INC.		553198	193.26
UNIFIRST CORPORATION		553399	196.55
BERNAL EPIFANIA		553178	200.00
BURRUEL FAUSTO		553328	200.00
ADECCO EMPLOYMENT SERVICES, INC.		553213	200.04
JOHNNY'S TOWING & AUTO REPAIR		553274	203.42
CHOICE SCREENING INC		553182	208.00
VULCAN MATERIALS COMPANY, INC.	WESTERN DIVISION	553305	213.10
MOBILE MINI, INC.		553388	218.42
AZ PLATINUM WINDOW TINTING		553177	220.00
HENRY SCHEIN ANIMAL HEALTH		553272	222.15
CONSOLIDATED ELECTRICAL DISTRIBUTORS		553374	223.61
ELOY CHAMBER OF COMMERCE		553187	225.00

Payee	Secondary Name	Check Number	Amount
SPARKLETTS, INC.		553203	226.49
BROWN'S AUTO BODY		553327	239.58
ARIZONA CITY SANITARY DISTRICT		553360	250.00
AZTEC EMBROIDERY, SCREENPRINTING	& PROMOTIONAL PRODUCTS	553227	250.92
RAXX DIRECT MARKETING LLC	ROX MEDIA GROUP/RAXX DIRECT MARKETING	553349	257.50
SAFETY-KLEEN SYSTEMS INC.		553202	264.48
BANNER OCCUPATIONAL HEALTH CLINICS		553325	265.00
STAPLES CREDIT PLAN	DEPT. 11-0004101168	553397	266.34
UNITED TRUCK & EQUIPMENT, INC		553300	282.94
EMPIRE SOUTHWEST, LLC		553377	283.64
GLENN JONES FORD LINCOLN MERCU, LLLP	JONES AUTO CENTERS LLC	553339	284.50
VULCAN MATERIALS COMPANY, INC.	WESTERN DIVISION	553401	285.03
HASA INC.		553381	294.67
SPARKLETTS, INC.		553355	302.72
CONSOLIDATED ELECTRICAL DISTRIBUTORS		553183	342.74
WIST SUPPLY & EQUIPMENT CO. INC	WIST OFFICE PRODUCTS COMPANY	553307	344.69
FUN EXPRESS LLC		553262	346.63
C-A-L STORES COMPANIES INC. DBA	C-A-L RANCH STORES	553329	349.00
MEZA EDUARDO	MEZA'S PARTY JUMPING CASTLES	553278	350.00
FRIGID FLUID CO.		553261	354.57
ADT SECURITY SERVICES		553172	357.63
ELEGANCE N IMAGES	TINA G CATES	553252	363.66
GALAVIZ & RODRIGUEZ FAMILY LLC	WESTERN AUTO	553263	366.89
HASA INC.		553269	378.87
LAWSON PRODUCTS, INC.		553344	382.63
SIRCHIE FINGER PRINT LAB., INC		553294	387.06
PROFORMA CGE&M LLC		553289	388.01
POLLARD WATER CO., INC.		553393	389.87
ASCENDANT AUTO & DIESEL SERVICE INC.		553225	400.00
PROFORMA CGE&M LLC		553347	402.52
UNITED TRUCK & EQUIPMENT, INC		553208	413.54

Payee	Secondary Name	Check Number	Amount
OFFICE DEPOT, INC.		553197	419.50
HOME DEPOT CREDIT SERVICES		553382	420.89
FAIRBANKS SCALES, INC.		553256	423.55
JOHNSON CONTROLS SECURITY SOLUTIONS LLC		553385	437.62
ATHACO INC DBA MAIN STREET SIGNS	MAIN STREET SIGNS	553176	438.52
THE LAW OFFICES OF DIANE M. MILLER PLLC		553206	440.00
FERGUSON ENTERPRISES INC.		553378	447.61
BROWN KEITH		553326	450.00
TESTAMERICA LABORATORIES INC.		553205	453.60
FREIGHTLINER OF ARIZONA,LLC DEPT#880097		553379	454.05
ANIMAL CARE EQUIPMENT & SERVICES LLC		553215	463.76
FERTIZONA-CASA GRANDE, L.L.C.		553189	466.32
APD POWER CENTER, INC.		553216	477.51
CANYON STATE WIRELESS, INC.		553179	485.00
ARIZONA OFFICE TECHNOLOGIES		553221	489.35
JORGENSEN HEALTHCARE ASSOCIATES INC	JORGENSEN BROOKS GROUP	553313	499.50
STERLING CODIFIERS, INC.		553204	500.00
IBARRA, JOSUE	DBA R.I.P. PEST CONTROL	553383	500.00
ARIZONA EMERGENCY PRODUCTS, INC.		553309	515.88
AACOP	GILBERT POLICE DEPARTMENT	553170	525.00
CENTRAL ARIZONA SUPPLY, INC.		553236	529.76
WAXIE'S ENTERPRISES, INC.		553210	533.52
CASA GRANDE RENT A CAN		553369	546.00
VERIZON WIRELESS		553400	549.40
BORDER STATES ELECTRIC SUPPLY INC.		553366	556.03
O'REILLY AUTOMOTIVE STORE, INC.		553286	578.81
ENVIRONMENTAL CONSULTING SERVICES INC		553254	590.00
ENVIRONMENTAL CONSULTING SERVICES INC		553255	590.00
WATCH SYSTEMS, LLC	OFFENDER WATCH	553306	613.50
UNIFIRST CORPORATION		553298	627.82
JCG TECHNOLOGIES, INC.		553193	642.31

Payee	Secondary Name	Check Number	Amount
MOBILE MINI, INC.		553280	656.79
NORTH JR., BEN W		553284	669.50
NORRIS MANAGEMENT		553283	700.00
UNITED SOUTHWEST PROPERTIES, LLC		553299	725.00
USA BLUEBOOK		553301	731.89
AREDONDO MYRNA		553218	750.00
ACE HARDWARE INC.		553212	757.12
GLENN JONES FORD LINCOLN MERCU, LLLP	JONES AUTO CENTERS LLC	553267	767.62
OFFICE DEPOT, INC.		553390	790.76
HRDIRECT	HRDIRECT	553341	797.93
WALMART COMMUNITY/GEGRB		553402	813.16
AZTEC TIRES, INC.		553228	825.61
BILL HARRISON DBA	DJ & B TOOLS (MAC TOOLS)	553229	828.67
BSN SPORTS INC.		553368	832.96
GRUBER POWER SERVICES INC.		553268	897.30
GALLS, LLC		553265	902.40
PITNEY BOWES GLOBAL FINANCIAL	SERVICES LLC	553314	905.91
DENNIS L. LOPEZ & ASSOCIATES, LLC		553376	907.50
VERIZON WIRELESS		553316	927.89
CREATIVE COMMUNICATIONS INC.		553185	949.44
NORRIS MANAGEMENT		553282	950.00
USA BLUEBOOK		553209	994.58
WAXIE'S ENTERPRISES, INC.		553403	1,065.22
ARIZONA WATERWORKS SUPPLY INC		553321	1,113.84
OFFICE DEPOT, INC.		553285	1,133.21
PFM ASSET MANAGEMENT LLC		553392	1,142.30
MILLER HARDWARE COMPANY		553279	1,222.04
CASA GRANDE VALLEY NEWSPAPERS, INC.		553234	1,243.85
GCR TIRE CENTER LLC		553338	1,271.31
POLYDYNE INC		553288	1,289.36
GCR TIRE CENTER LLC		553266	1,306.34

Payee	Secondary Name	Check Number	Amount
ARIZONA LAW ENFORCEMENT RADAR TECHNOLO		553175	1,306.63
DUMMIES UNLIMITED, INC		553247	1,417.00
BROWN'S AUTO BODY		553367	1,417.64
LEADSONLINE LLC		553276	1,424.00
SYMBOLARTS, LLC		553398	1,426.00
CENTURYLINK	BUSINESS SERVICES	553373	1,446.24
GCR TIRE CENTER LLC		553190	1,448.63
NORRIS MANAGEMENT		553389	1,477.50
ARIZONA PUBLIC SERVICE COMPANY		553222	1,509.80
ELECTRICAL DISTRICT NO. 4		553249	1,717.38
ARIZONA EMERGENCY PRODUCTS, INC.		553220	1,879.66
MOTTOMOBILE, INC.	APEXMOBILE	553196	2,900.00
HELENA CHEMICAL COMPANY, INC.		553271	2,991.93
FIBAIRE COMMUNICATIONS, LLC DBA AIREBEAM	AIREBEAM	553257	3,000.00
COOPER PAINTING INC.		553240	3,560.00
HELENA CHEMICAL COMPANY, INC.		553192	3,877.02
DANA KEPNER COMPANY, INC.		553243	4,109.96
EMPIRE SOUTHWEST, LLC		553188	4,287.70
HEINFELD, MEECH & CO., P.C.		553312	4,782.00
RURAL WATER ASSOC. OF AZ	ATT:MICHELE LOCKE	553292	4,850.00
RUSH AIR CONDITIONING &REFRIGERATION LLC		553293	4,995.00
SH ENGINEERING & MFG, LLC		553352	5,000.00
LOWER SANTA CRUZ RIVER ALLIANCE INC		553387	5,000.00
CENTURYLINK		553371	5,030.00
ELECTRONIC FUNDS SOURCE LLC	TCH LLC, T-CHEK, EFS LLC	553251	5,733.73
CENTERLINE SUPPLY WEST, INC.		553235	6,027.30
VALLEY AUTO PARTS		553302	6,179.27
ARIZONA OFFICE TECHNOLOGIES		553362	6,257.16
EMPIRE SOUTHWEST, LLC		553335	6,941.55
PURCELL TIRE COMPANY		553348	6,965.43
PINAL COUNTY SHERIFF'S OFFICE		553200	7,027.37

Payee	Secondary Name	Check Number	Amount
WELLS FARGO BANK	WELLS FARGO REMITTANCE CENTER	553404	7,886.15
ARIZONA DEPT OF ENVIRONMENTAL QUALITY		553219	7,930.47
CACTUS TRANSPORT HOLDINGS, INC.	CACTUS TRANSPORT INC/CACTUS ASPHALT	553230	8,448.30
EDUCATIONAL SERVICES INC. C/O ACCT DEPT		553248	9,106.07
CITY OF ELOY UTILITY BILLING		553239	9,778.47
ELECTRONIC FUNDS SOURCE LLC	TCH LLC, T-CHEK, EFS LLC	553250	11,060.39
COOPER & RUETER, L.L.P.		553184	12,066.31
DC FROST ASSOCIATES, INCORPORATED		553246	13,232.80
SMITHGROUPJJR, INC.		553353	16,825.72
EDUCATIONAL SERVICES INC. C/O ACCT DEPT		553334	16,933.27
KELAN BLAKE GONDREZICK DBA BLUE LOCKER	BLUE LOCKER COMMERCIAL DIVING	553386	17,500.00
ARIZONA STATE TREASURER		553223	21,009.11
FIELDS CONSTRUCTION		553259	22,880.00
FIELDS CONSTRUCTION		553258	23,500.00
CENTRAL ARIZONA PROJECT	FINANCIAL SERVICES	553370	27,123.33
APS		553358	31,199.03
EMPIRE SOUTHWEST, LLC		553253	60,423.62
RIGHT AWAY DISPOSAL, INC.		553291	62,708.83
AZ MUN. RISK RETENTION POOL	P & C	553226	85,123.00
CORPORATE INTERIOR SYSTEMS, INC		553242	176,608.94
PCL CONSTRUCTION, INC.		553391	365,375.21
CORE CONSTRUCTION INC.		553241	1,048,484.11
Grand Totals:			2,234,871.00

Report Criteria:

Report type: Summary
Check.Voided = {<>} Yes